



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 51] नई दिल्ली, दिसम्बर 12—दिसम्बर 18, 2010, शनिवार/अग्रहायण 21—अग्रहायण 27, 1932
No. 51] NEW DELHI, DECEMBER 12—DECEMBER 18, 2010, SATURDAY/AGRAHAYANA 21—AGRAHAYANA 27, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 20 अक्टूबर, 2010

का.आ. 3043.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री फ्रांसिस ई. सल्दाना, सुश्री यास्मीन एन. कटपीटिया और सुश्री रति बी. अमरोलिया, अधिवक्ताओं को, मुंबई उच्च न्यायालय में सभी दंडिक मामलों का, (जिनके अंतर्गत दंडिक अपीलें, दंडिक आवेदन, दंडिक निर्देश, दंडिक पुनरीक्षण, रिट याचिकाएं और अन्य कार्यवाहियां भी हैं) संचालन करने के प्रयोजन के लिए तीन वर्ष की अवधि के लिए या अगले आदेशों तक, इनमें से जो भी पूर्वतर हो, इस शर्त के अधीन रहते हुए अपर लोक अभियोजक नियुक्त करती है कि श्री फ्रांसिस ई. सल्दाना, सुश्री यास्मीन एन. कटपीटिया और सुश्री रति बी. अमरोलिया, अधिवक्ता अपनी नियुक्ति की अवधि के दौरान भारत संघ या केन्द्रीय सरकार को किसी विभाग या कार्यालय के विरुद्ध ऊपर निर्दिष्ट किसी आपराधिक मामले में मुंबई उच्च न्यायालय में उपसंजात नहीं होंगे।

[फा. सं. 23(2)/2010—न्यायिक]

अशोक कुमार, अपर विधि सलाहकार

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 20th October, 2010

S.O. 3043.—In exercise of the powers conferred by sub-section (1) of Section 24 of Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Francis E. Saldanha, Ms. Yasmin N. Katpitia and Ms. Rati B. Amrolia, Advocates as Additional Public Prosecutors, for the purpose of conducting all criminal cases (including criminal appeals, criminal applications, criminal references, criminal revisions, writ petitions and other proceedings) before the Bombay High Court for a period of three years or untill further orders, whichever is earlier, subject to the condition that Shri Francis E. Saldanha, Ms. Yasmin N. Katpitia and Ms. Rati B. Amrolia, Advocates shall not appear against the Union of India or any Department or Office of the Central Government in any criminal case referred to above before the Bombay High Court during the period of their appointment as Additional Public Prosecutors.

[F.No.23(2)/2010-Judl.]

ASHOK KUMAR, Addl. Legal Adviser

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
(पूँजी बाजार प्रभाग)

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 3044.—भारतीय प्रतिभूति और विनियम बोर्ड (अध्यक्ष एवं सदस्यों की सेवा शर्तें तथा निबंधन) नियमावली, 1992 के साथ पठित भारतीय प्रतिभूति और विनियम बोर्ड अधिनियम, 1992 (1992 का 15) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा श्री वी.के. जयरथ, भारतीय प्रशासनिक सेवा (एमएच : 82), स्वेच्छा से सेवानिवृत्त भूतपूर्व प्रधान सचिव (उद्योग), महाराष्ट्र सरकार को 31-12-2010 से तीन वर्ष की अवधि के लिए अथवा आगामी आदेशों तक, जो भी पहले हो, उस उप-धारा के खंड (घ) के तहत भारतीय प्रतिभूति एवं विनियम बोर्ड के अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा. सं. 2/08/2010-आरई]

ए.के. सिन्हा, उप-सचिव

MINISTRY OF FINANCE
(Department of Economic Affairs)
(Capital Market Division)

New Delhi, the 25th November, 2010

S.O. 3044.—In exercise of powers conferred by Sub-section (1) of Section 4 of the Securities and Exchange Board of India, 1992 (15 of 1992), read with Securities and Exchange Board of India (Terms and Conditions of service of Chairman and Members) Rules, 1992, the Central Government hereby appoints Shri V. K. Jairath, IAS (MH : 82) voluntarily retired former Principal Secretary (Industry), Govt of Maharashtra as a part-time Member, Securities and Exchange Board of India under clause (d) of that sub-section for a period of three years with effect from 31-12-2010 or until further orders, whichever is earlier.

[F.No. 2/08/2010-RE]

A. K. SINHA Dy. Secy.

(राजस्व विभाग)
(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 7 दिसम्बर, 2010

का.आ. 3045.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केंद्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2006 से (कर निर्धारण वर्ष 2007-2008) के आगे आरोग्य सेवा मेडिकल अकादमी आफ इंडिया, पुणे को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त धनराशि का विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 89/2010/फा.सं. 203/77/2008-(आ.क.नि.-II)]

अजय गोयल, निदेशक (आ.क.नि.-II)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 7th December, 2010

S.O. 3045.—It is hereby notified for general information that the organization Arogyaseva Medical Academy of India, Pune has been approved by the Central

Government for the purpose of clause (ii) of subsection (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2006 (Assessment Year 2007-08) onwards in the category of 'other Institution', partly engaged in research activities subject to the following conditions, namely :-

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:-

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 89/2010/F. No. 203/77/2008(ITA-II)]

AJAY GOYAL, Director (ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 14 दिसम्बर, 2010

का.आ. 3046.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 9 के उप खण्ड (1) एवं (2) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री जी.वी. मनिमरान (जन्म तिथि : 05-05-1961), प्रबंधक, केनरा बैंक को अधिसूचना की तिथि से तीन वर्षों की अवधि के लिए अथवा केनरा बैंक के अधिकारी कर्मचारी के रूप में उनकी सेवा समाप्त तक अथवा अगले आदेशों तक, जो भी सबसे पहले हो, केनरा बैंक के निदेशक मंडल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/58/2009-बीओ-1]

सुमिता डावरा, निदेशक

(Department of Financial Services)

New Delhi, the 14th December, 2010

S.O. 3046.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) & (2) of clause 9 of The Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri G. V. Manimaran (DoB: 05-05-1961), Manager Canara Bank, as Officer Employee Director on the Board of Directors of Canara Bank for a period of three years from the date of notification or until he ceases to be an officer of the Canara Bank or until further orders, whichever is the earliest.

[F. No. 9/58/2009-BO. I]

SUMITA DAWRA, Director

नई दिल्ली, 16 दिसम्बर, 2010

का. आ. 3047.—सरकारी स्थान (अनधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार, वित्त नृशालय, वित्तीय सेवाएं विभाग की 19-02-2010 की अधिसूचना संख्या 65 (2)/2007-बीओ-II का अधिक्रमण करते हुए, केन्द्रीय सरकार, एतद्द्वारा निम्नलिखित सारणी के कालम (2) में उल्लिखित उन अधिकारियों को नियुक्त करती है जो सरकार के राजपत्रित अधिकारियों के स्तर के समकक्ष अधिकारी हों और उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी (एस्टेट ऑफिसर) होंगे। ये अधिकारी उक्त अधिनियम द्वारा प्रदत्त शक्तियों का प्रयोग करेंगे तथा उक्त अधिनियम के अधीन उक्त सारणी के कालम (3) में उल्लिखित सरकारी स्थानों के संबंध में सम्पदा अधिकारियों को सौंपे गए कार्यों को पूरा करेंगे।

सारणी

क्रम अधिकारी का पदनाम सं.	सरकारी स्थानों की श्रेणियाँ और अधिकारिता की स्थानीय सीमाएं
1	2
1.	सहायक महाप्रबंधक, सामान्य प्रशासन, यूको बैंक, प्रधान कार्यालय, 10, बीटीएम सरणी, कोलकाता- 700001

[संख्या 65 (2)/2007-बीओ-II]

सुरिन्दर कौर, अवर सचिव

New Delhi, the 16th December, 2010

S.O. 3047.—In exercise of the powers conferred by Section 3 of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971) and in supersession of the Notification of the Government of India in the Ministry of Finance, Department of Financial Services, No. 65 (2)/2007-BO-II dated 19-02-2010, the Central Government hereby appoints the officers mentioned in column (2) of the Table below, being officers equivalent to the rank of a Gazetted Officer of Government to be Estate Officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act, in respect of the public premises specified in column (3) of the said table.

TABLE

Sl. No.	Designation of the officer	Categories of Public Premises and Local Limits of Jurisdiction
(1)	(2)	(3)
1.	Asstt. General Manager, General Administration, UCO Bank, Head Office, 10, B. T. M. Sarani, Kolkata-700 001.	Premises belonging to or taken on lease by or on behalf of the UCO Bank and situated in the State of West Bengal.

[F.No.65(2)/2007-BO. II]

SURINDER KAUR, Under Secy.

कार्यालय आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क

भोपाल, 19 नवम्बर, 2010

सं. 14/2010

का.आ. 3048.—श्री के. एम. बर्डे, प्रशासनिक अधिकारी, समूह ख, केन्द्रीय उत्पाद एवं सीमा शुल्क, आयुक्तालय भोपाल, निवर्तन की

आयु प्राप्त करने पर, दिनांक 31 अक्टूबर, 2010 को अपरान्ह में शासकीय सेवा से निवृत्त हुये।

[फा. संख्या II (03)/08/2010/ ई टी-1]

अरविन्द सिंह, आयुक्त

OFFICE OF THE COMMISSIONER, CUSTOMS,
CENTRAL EXCISE AND SERVICE TAX

Bhopal, the 19th November, 2010

No. 14/2010

S.O. 3048.—Shri K. M. Bharde, Administrative Officer, Group 'B', Customs & Central Excise, Bhopal having attained the age of superannuation, retired from Government service in the afternoon of 31st October 2010.

[C. No. II(3)/08/2010/Et-I]

ARVIND SINGH, Commissioner

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 19 नवम्बर, 2010

का.आ. 3049.—केन्द्रीय सरकार भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है नामतः

उक्त प्रथम अनुसूची में 'मान्यता प्राप्त चिकित्सा अर्हता' कॉलम (2) में और "उत्कल विश्वविद्यालय, भुवनेश्वर" उड़ीसा के समक्ष "पंजीकरण के लिए संक्षिप्त रूप" शीर्षक के अंतर्गत [कॉलम (3) में] निम्नलिखित को अंतर्गृहीत किया जाएगा, नामतः

2	3
बैचलर ऑफ मेडिसिन एंड बैचलर ऑफ सर्जरी	एम.बी.बी.एस. (हाई टेक मेडिकल कॉलेज एंड हास्पिटल), भुवनेश्वर, उड़ीसा में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में उत्कल विश्वविद्यालय, उड़ीसा द्वारा सितम्बर, 2010 में या इसके बाद प्रदान की गई चिकित्सा अर्हता मान्यताप्राप्त होगी)।

[संख्या यू.-12012/85/2004-एम. ई. (पी-II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 6th December, 2010

S.O. 3049.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical

Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :-

In the said First Schedule against "Utkal University, Bhubaneswar, Orissa" under the heading 'Recognized Medical Qualification' [in column (2)] and under the heading 'Abbreviation for Registration' [in column (3)], the following shall be inserted, namely :-

2	3
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by Utkal University, Bhubaneswar, Orissa on or after September 2010 in respect of students trained at Hi- Tech Medical College & Hospital, Bhubaneswar, Orissa)
	[F. No. U-12012/85/2004-ME (P-II)] ANITA TRIPATHI, Under Secy.

कारपोरेट कार्य मंत्रालय

नई दिल्ली, 13 दिसम्बर, 2010

का.आ. 3050—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में निम्नलिखित कार्यालयों को जिनके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

1. प्रादेशिक निदेशक कार्यालय	कोलकाता
2. शासकीय समापक कार्यालय, उच्च न्यायालय कलकत्ता से संबद्ध	कोलकाता
3. शासकीय समापक कार्यालय, पटना उच्च न्यायालय से संबद्ध	पटना
4. शासकीय समापक कार्यालय, झारखण्ड उच्च न्यायालय से संबद्ध	रांची
5. कंपनी रजिस्ट्रार कार्यालय, उड़ीसा	कटक
6. शासकीय समापक का कार्यालय, उड़ीसा उच्च न्यायालय से संबद्ध	कटक

[फा. सं. ई-11016/1/2010-हिन्दी]

जे. एस. गुप्ता, अवर सचिव

MINISTRY OF CORPORATE AFFAIRS

New Delhi, the 13th December, 2010

S.O. 3050.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices, as 80% of the staff where of have acquired working knowledge of Hindi :-

1. Office of the Regional Director, Eastern Region,	Kolkata
2. Office of the Official Liquidator, High Court at Calcutta, W.B.,	Kolkata

3. Office of the Official Liquidator, Patna High Court,	Patna
4. Office of the Official Liquidator, Jharkhand High Court,	Ranchi
5. Office of the Registrar of Companies, Orissa,	Cuttak
6. Office of the Official Liquidator, Orissa High Court,	Cuttak

[No. E-11016/1/2010-Hindi]

J. S. GUPTA, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 9 दिसम्बर, 2010

का.आ. 3051—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है;

उक्त अनुसूची में वर्णित भूमि के अन्तर्गत आने वाले क्षेत्र के ब्यौरे रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/388, तारीख 27 जुलाई, 2010 का निरीक्षण कलक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वोक्त करने के अपने आशय की सूचना देती है;

उक्त अनुसूची में विहित भूमि में हितबद्ध कोई व्यक्ति-

- संपूर्ण भूमि में या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप कर सकेगा; या
- भूमि में के किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा; या
- प्रभावहीन हो गई पूर्वोक्त अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किए जाने पर अधिकारों के लिए प्रतिकर प्राप्त कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरो से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मिति से संबंधित सभी मानचित्र चार्ट और अन्य दस्तावेज परिदत्त कर सकेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

संधोपारा--1 ब्लॉक, भटगांव क्षेत्र,

जिला--सरगुजा (छत्तीसगढ़)

[रेखांक संख्या एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/388, तारीख 27 जुलाई, 2010] (पूर्वक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

(क) राजस्व भूमि :

क्रम सं.	ग्राम	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	बंसीपुर	44	प्रतापपुर	सरगुजा	75.000	भाग
2.	जरही	20	प्रतापपुर	सरगुजा	40.000	भाग

कुल क्षेत्र :--115.000 हेक्टर (लगभग) या 284.16 एकड़ (लगभग)

(ख) राजस्व वन भूमि (सीजेजे/बीजेजे) :

क्रम सं.	ग्राम	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	बंसीपुर	44	प्रतापपुर	सरगुजा	18.000	भाग
2.	जरही	20	प्रतापपुर	सरगुजा	22.000	भाग

कुल क्षेत्र :--40.000 हेक्टर (लगभग) या 98.84 एकड़ (लगभग)

(ग) आरक्षित वन भूमि :

क्रम सं.	कम्पार्टमेंट संख्या	उप संभाग	संभाग	क्षेत्र हेक्टर में	टिप्पणी
1.	1682 पी और 1683 पी	सुरजपुर	दक्षिण सरगुजा	25.000	भाग

कुल क्षेत्र :--25.000 हेक्टर (लगभग) या 61.78 एकड़ (लगभग)

कुल योग (क + ख + ग) :--180.000 हेक्टर (लगभग)

444.78 एकड़ (लगभग)

सीमा वर्णन :--

- क-ख रेखा ग्राम जरही में बिन्दु "क" से आरंभ होती है और ग्राम जरही के पूर्वी भाग से होती हुई जाती है और बिन्दु "ख" पर मिलती है ।
- ख-ग रेखा ग्राम जरही के उत्तरी भाग से होकर ग्राम बंसीपुर में प्रवेश करती है और बिन्दु "ग" पर मिलती है ।
- ग-घ रेखा ग्राम बंसीपुर के पश्चिमी भाग से होती हुई जाती है और बिन्दु "घ" पर मिलती है ।
- घ-क रेखा ग्राम बंसीपुर के दक्षिणी भाग से होकर ग्राम जरही में प्रवेश करती है और आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/18/2010-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 9th December, 2010

S.O. 3051.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule annexed hereto;

And whereas, the plan bearing number SECL/BSP/GM (Plg)/Land/388, dated the 27th July, 2010 containing details of the areas of land described in the said Schedule may be inspected at the office of the Collector, Surguja (CG) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said Schedule;

Any person interested in the land described in the said Schedule may-

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over such land; or
- (ii) claim an interest in compensation if the land or any rights in or over such land; or
- (iii) seek compensation for prospecting licences ceasing to have effect, rights under mining leases being acquired, and deliver all maps, charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act.

To the Officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Sendhopara-I Block, Bhatgaon Area District-Surguja (CG)

(Plan bearing number-SECL/BSP/GM (Plg)/Land/388, dated the 27th July, 2010) (Showing the land notified for prospecting)

A. Revenue Land:

Sl. No.	Name of village	Villagenumber	Name of Tehsil	Name of District	Area in hectares	Remarks
1.	Bansipur	44	Pratap pur	Surguja	75.000	Part
2.	Jarhi	20	Pratap pur	Surguja	40.000	Part
Total :- 115.000 hectares (approximately) OR 284.16 acres (approximately)						

B. Revenue Forest Land (CJJ/BJJ) :

Sl. No.	Name of village	Villagenumber	Name of Tehsil	Name of District	Area in hectares	Remarks
1.	Bansipur	44	Pratap pur	Surguja	18.000	Part
2.	Jarhi	20	Pratap pur	Surguja	22.000	Part
Total :- 40.000 hectares (approximately) OR 98.94 acres (approximately)						

(C) RESERVE FOREST LAND :

Sl. No.	Compartment number	Sub Division	Division	Area in hectares	Remarks
1.	1682 P & 1683 P	Surajpur	South Surguja	25.000	Part
Total :- 25.000 hectares (approximately) OR 61.78 acres (approximately)					

Grant Total (A + B + C) = 180.000 hectares (approximately)

OR 444.78 acres (approximately)

BOUNDARY DESCRIPTION :-

- A-B Line Starts from point 'A' in village Jarhi and passes through eastern part of village Jarhi and meets at point "B".
- B-C Line passes through northern part of village Jarhi then enter in village Bansipur and meets at point "C".
- C-D Line passes through western part of village Bansipur and meets at point "D".
- D-A Line passes through southern part of village Bansipur then enter in village Jarhi and meets at starting Point "A".

[File No. 43015/18/2010-PRIW-I]
M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 10 दिसम्बर, 2010

का.आ. 3052.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 3443 तारीख 10 दिसम्बर, 2009 जो भारत के राजपत्र भाग-II, खण्ड 3, उपखण्ड (ii) तारीख 19 दिसम्बर, 2009 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में यथा विनिर्दिष्ट अवस्थान में ऐसी भूमि या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दी है;

और केन्द्रीय सरकार को पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और छत्तीसगढ़ सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 2035.935 हेक्टर (लगभग) या 5030.79 एकड़ (लगभग) मापवाली भूमि के सभी अधिकार अर्जित किए जाने चाहिए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 2035.935 हेक्टर (लगभग) या 5030.79 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्यांक एसईसीएल/बीएसपी/जीएम/(पीएलजी)/भूमि/10/382, तारीख 8 मई, 2010 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची

पेलमा ब्लॉक, मांड रायगढ़ कोलफील्ड्स, रायगढ़ क्षेत्र

जिला--रायगढ़ (छत्तीसगढ़)

(रेखांक संख्यांक--एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि 10/382 तारीख 8 मई, 2010)

सभी अधिकार :

(क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	पेलमा	29	188	घरघोड़ा	रायगढ़	520.967	संपूर्ण
2.	उरबा	29	08	घरघोड़ा	रायगढ़	362.911	संपूर्ण
3.	लालपुर	29	285	घरघोड़ा	रायगढ़	284.855	संपूर्ण
4.	मण्डवाडूमर	29	250	घरघोड़ा	रायगढ़	86.268	संपूर्ण
5.	जरहीडीह	29	113	घरघोड़ा	रायगढ़	135.722	संपूर्ण
6.	हिन्दार	29	317	घरघोड़ा	रायगढ़	225.243	संपूर्ण
7.	सक्ता	30	298	घरघोड़ा	रायगढ़	36.282	भाग
8.	मिलूपारा	30	254	घरघोड़ा	रायगढ़	65.242	भाग

कुल :--1717.490 हेक्टर (लगभग) या 4243.92 एकड़ (लगभग)

(ख) राजस्व वन भूमि (सीजेजे और बीजेजे) :

क्रम सं.	ग्राम का नाम	पटवारी हक्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	पेलमा	29	188	घरघोड़ा	रायगढ़	107.634	संपूर्ण
2.	उरबा	29	08	घरघोड़ा	रायगढ़	59.189	संपूर्ण
3.	मण्डवाडूमर	29	290	घरघोड़ा	रायगढ़	3.209	संपूर्ण
4.	जरहीडीह	29	113	घरघोड़ा	रायगढ़	51.267	संपूर्ण
5.	हिन्दार	29	317	घरघोड़ा	रायगढ़	67.407	संपूर्ण
6.	सक्ता	30	298	घरघोड़ा	रायगढ़	2.574	भाग
7.	मिलूपारा	30	244	घरघोड़ा	रायगढ़	8.165	भाग

कुल :--299,445 हेक्टर (लगभग) या 739.93 एकड़ (लगभग)

(ग) आरक्षित वन भूमि :

क्रम सं.	वन का नाम	वन का प्रकार	रेंज	डिवीजन	क्षेत्र हेक्टर में	टिप्पणियां
1.	तोलगे पश्चिम	आरक्षित वन	तपनार	रायगढ़	19.000	भाग

कुल :--19.000 हेक्टर (लगभग) या 46.94 एकड़ (लगभग)

कुल योग (क + ख + ग) :--2035.935 हेक्टर (लगभग)

या 5030.79 एकड़ (लगभग)

1. ग्राम पेलमा (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 743
2. ग्राम उरबा (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 530
3. ग्राम लालपुर (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 504
4. ग्राम मण्डवाडूमर (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 86
5. ग्राम जरहीडीह (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 216
6. ग्राम हिन्दार (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 278
7. ग्राम सक्ता (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 33 से 96
8. ग्राम मिलूपारा (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक-- 1 से 23, 25 से 30 53, 54, 57 से 73, 432 से 444, 547 से 550, 552

सीमा वर्णन

क-ख-ग-घ रेखा, ग्राम पेलमा--उरबा के सम्मिलित सीमा में बिन्दु "क" से आरंभ होती है और ग्राम पेलमा और सिलोट आरक्षित वन की सम्मिलित सीमा तथा बिन्दु "ख", बिन्दु "ग" से होती हुई बिन्दु "घ" पर मिलती है।

घ-ङ रेखा, ग्राम उरबा और तोलगे पश्चिमी आरक्षित वन की सम्मिलित सीमा से होती हुई जाती है और बिन्दु "ङ", पर मिलती है।

- ड-च रेखा, तोलगे पश्चिमी आरक्षित वन के दक्षिणी भाग से होती हुई जाती है और ग्राम उरबा और तोलगे पश्चिमी आरक्षित वन की सम्मिलित सीमा में बिन्दु "च" पर मिलती है।
- च-छ रेखा, ग्राम उरबा और तोलगे पश्चिमी आरक्षित वन की भागतः सम्मिलित सीमा से गुजरती है और बिन्दु "छ" पर मिलती है।
- छ-ज-झ-ञ रेखा, तोलगे पश्चिम आरक्षित वन के दक्षिणी भाग से होते हुए जाती है तथा बिन्दु "ज" बिन्दु "झ", से होती हुई ग्राम उरबा और तोलगे पश्चिमी आरक्षित वन की सम्मिलित सीमा में बिन्दु "ञ" पर मिलती है।
- ज-ट रेखा, तोलगे पश्चिमी आरक्षित वन के दक्षिणी भाग से होती हुई जाती है और ग्राम हिन्दर और तोलगे पश्चिमी आरक्षित वन के सम्मिलित सीमा में बिन्दु "ट" पर मिलती है।
- ट-ठ रेखा, ग्राम हिन्दर और तोलगे पश्चिमी आरक्षित वन तथा हिन्दर और तोलगे पूर्व आरक्षित वन के सम्मिलित सीमा से गुजरती है और बिन्दु "ठ" पर मिलती है।
- ठ-ड रेखा, ग्राम जरहीडीह--तोलगे पूर्व आरक्षित वन तथा लालपुर--तोलगे पूर्व आरक्षित वन के सम्मिलित सीमा से गुजरती हुई जाती है और ग्राम लालपुर--मिलूपारा--तोलगे पूर्व आरक्षित वन की सम्मिलित सीमा में बिन्दु "ड" पर मिलती है।
- ड-ढ रेखा, ग्राम मिलूपारा के प्लॉट संख्यांक 443/1 से 443/7, 444, 432, 433/3, 72/1-72/14, 73, 61, 57/1 से 57/25 की दक्षिणी सीमा तथा 54 से गुजरती हुई प्लॉट संख्यांक 53, 29, 30, 28/1, 28/2 के दक्षिणी सीमा, 25/2 की पश्चिमी सीमा, 25/1 से 26/1, 22 के दक्षिणी सीमा और 23 से होकर बिन्दु "ढ" पर मिलती है।
- ढ-ण रेखा, ग्राम मिलूपारा--सक्ता की भागतः सम्मिलित सीमा से गुजरती है और बिन्दु "ण" पर मिलती है।
- ण-त रेखा, ग्राम सक्ता के प्लॉट संख्यांक 95/1ट/2, 95/1छ ज, 93/102, 94 की दक्षिणी सीमा प्लॉट संख्यांक 85/3, 85/2, 85/1, 86/1, 84/2, 84/1, 83, 34, 33 की पश्चिमी सीमा से होती हुई जाती है फिर ग्राम भण्डवाडूमर में प्रवेश करती है और प्लॉट संख्यांक 57, 58/6, 58/5, 58/4, 58/3, 58/2, 58/1, 70, 74 की दक्षिणी सीमा से होकर जाती है और ग्राम मंडवाडूमर--सिलोट आरक्षित वन के बिन्दु "त" पर मिलती है।
- त-थ रेखा, ग्राम मंडवाडूमर--सिलोट आरक्षित वन की सम्मिलित सीमा से गुजरती है और बिन्दु "थ" पर मिलती है।
- थ-द रेखा, ग्राम लालपुर--सिलोट आरक्षित वन की सम्मिलित सीमा से गुजरती है और बिन्दु "द" पर मिलती है।
- द-ध रेखा, ग्राम लालपुर के प्लॉट संख्यांक 2, 11, 12 की पूर्वी सीमा, प्लॉट संख्या 12, 13, 14, 17 के उत्तरी सीमा, प्लॉट संख्यांक 16, 20, 27 की पश्चिमी सीमा, प्लॉट संख्या 27 की उत्तरी तथा पूर्वी, प्लॉट संख्यांक 29, 37 के उत्तरी तथा प्लॉट संख्यांक 37, 33, 32, 31, 34 के पूर्वी सीमा से होती हुई बिन्दु "ध" पर मिलती है।
- ध-क रेखा, ग्राम उरबा--सिलोट आरक्षित वन की सम्मिलित सीमा से गुजरती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/11/2006-पीआरआईडब्ल्यू-1]

एम. राहाबुद्दीन, अवर सचिव

New Delhi, the 10th December, 2010

S.O. 3052.—Whereas, by the notification of the Government of India in the Ministry of Coal number S. O. 3443 dated the 10th December, 2009, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 19th December, 2009, the Central Government gave notice of its intention to acquire the land and all rights in or over such lands in the locality specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Chhattisgarh, is satisfied that the lands measuring 2035.935 hectares (approximately) or 5030.79 acres (approximately) as all rights in or over such lands as described in Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that the land measuring 2035.935 hectares (approximately) or 5030.79 acres (approximately) as all rights in or over such lands as described in Schedule are hereby acquired.

The Plan bearing number SECL/BSP/GM/ (PLG)/LAND/10/382 dated the 8th May, 2010 of the area covered by this notification may be inspected in the Office of the Collector, Raigarh (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkata—700001 or in the Office of the South Eastern Coalfield Limited (Revenue Section), Sceptat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Pelma Block, Mand Raigarh Coalfields, Raigarh Area

Distt-Raigarh (Chhattisgarh)

[Plan bearing number SECL/BSP/GM (PLG))/Land/10/382, dated the 8th May, 2010]

All Rights :

(A) Revenue Land :

(B)

Sl. No.	Name of Village	Patwari halka number	Village number	Tahsil	District	Area in hectares	Remarks
1.	Pelma	29	188	Gharghoda	Raigarh	520.967	Full
2.	Urba	29	08	Gharghoda	Raigarh	362.911	Full
3.	Lalpur	29	285	Gharghoda	Raigarh	284.855	Full
4.	Madwadumar	29	250	Gharghoda	Raigarh	86.268	Full
5.	Jarhidih	29	113	Gharghoda	Raigarh	135.722	Full
6.	Hinjhar	29	317	Gharghoda	Raigarh	225.243	Full
7.	Sakta	30	298	Gharghoda	Raigarh	36.282	Part
8.	Milupara	30	254	Gharghoda	Raigarh	65.242	Part

Total :- 1717.490 hectares (approximately) or 4243.92 acres (approximately).

(B) Revenue Forest Land (CJJ & BJJ) :

Sl. No.	Name of village	Patwari halka number	Village number	Tahsil	District	Area in hectares	Remarks
1.	Pelma	29	188	Gharghoda	Raigarh	107.634	Full
2.	Urba	29	08	Gharghoda	Raigarh	59.189	Full
3.	Madwadumar	29	250	Gharghoda	Raigarh	3.209	Full
4.	Jarhidih	29	113	Gharghoda	Raigarh	51.267	Full
5.	Hinjhar	29	317	Gharghoda	Raigarh	67.407	Full
6.	Sakta	30	298	Gharghoda	Raigarh	2.574	Part
7.	Milupara	30	254	Gharghoda	Raigarh	8.165	Part

Total :- 299.445 hectares (approximately) or 739.93 acres (approximately).

(C) Reserve Forest Land :

Sl.No.	Name of Forest	Type of Forest	Range	Division	Area in hectares	Remarks
1.	Tolge West	Reserve forest	Tannar	Raigarh	19.000	Part
Total :— 19.000 hectares approximately) or 46.94 Acres (approximately).						

**Grand Total (A + B + C) :- 2035.935 hectares (approximately)
or 5030.79 acres (approximately)**

1.	Plot Numbers to be acquired in village Pelma (Full) :—	1 to 743
2.	Plot Numbers to be acquired in village Urba (Full) :—	1 to 530
3.	Plot Numbers to be acquired in village Lalpur (Full) :—	1 to 504
4.	Plot Numbers to be acquired in village Madwadumar (Full) :—	1 to 86
5.	Plot Numbers to be acquired in village Jarhidihi (Full) :—	1 to 216
6.	Plot Numbers to be acquired in village Hinjhar (Full) :—	1 to 278 33 to 96
7.	Plot Numbers to be acquired in village Sakta (Full) :—	1 to 23, 25 to 30, 53,
8.	Plot Numbers to be acquired in village Milupara (Part) :—	54, 57 to 73, 432 to 444, 547 to 550, 552.

Boundary Description :

A-B-C-D	Line starts from point 'A' on the common boundary of villages Pelma-Urba and passes along the common boundary of village Pelma and Silot Reserve Forest, point 'B', point 'C' and meets at point 'D' on the common boundary of villages Pelma-Urba and Tolge West Reserve Forest.
D-E	Line passes along common boundary of village Urba and Tolge West Reserve Forest and meets at point 'E'.
E-F	Line passing through southern part of Tolge West Reserve Forest and meets at point 'F' on the common boundary of village Urba and Tolge West Reserve Forest.
F-G	Line passes along partly common boundary of village Urba and Tolge West Reserve Forest and meets at point 'G'.
G-H-I-J	Line passes through southern part of Tolge West Reserve Forest point 'H', Point 'I' and meets at point 'J' on the common boundary of village Urba and Tolge West Reserve Forest.
J-K	Line passes through southern part of Tolge West Reserve Forest and meets at point 'K' on the common boundary of village Hinjhar and Tolge West Reserve Forest.
K-L	Line passes along common boundary of village Hinjhar and Tolge West Reserve Forest and meets at point 'L'.
L-M	Line passes along common boundary of village Jarhidihi-Tolge East Reserve Forest and Lalpur-Tolge East Reserve Forest and meets at point 'M' on the common boundary of village Lalpur-Milupara-Tolge East Reserve Forest.
M-N	Line passes in village Milupara along southern boundary of plot numbers 443/1 to 443/7, 444, 432, 433/3, 72/1 to 72/14, 73, 61, 57/1 to 57/25, through 54, southern boundary of plot numbers 53, 29, 30, 28/1, 28/2 western boundary of plot number 25/2, southern boundary of plot numbers 25/1-26/1, 22, through 23 and meets at point 'N'.
N-O	Line passes along the partly common boundary of villages Milupara-Sakta and meets and meets at point 'O'.
O-P	Line passes in village Sakta along southern boundary of plot numbers 95/1K/2, 95/1gh, 93/102, 94, western boundary of plot number 85/3, 85/2, 85/1, 86/1, 84/2, 84/1, 83, 34, 33, then enter in village Madwadumar and passes along southern boundary of plot numbers 57, 58/6, 58/5, 58/4, 58/3, 58/2, 58/1, 70, 74 and meets at point 'P' on the common boundary of village madwadumar-Silot Reserve Forest.
P-Q	Line passes along common boundary of village Madwadumar-Silot Reserve Forest and meets at point 'Q'.
Q-R	Line passes along common boundary of village Lalpur-Silot Reserve Forest and meets at point 'R'.
R-S	Line passes in village Lalpur along eastern boundary of plot numbers 2, 11, 12 northern boundary of plot numbers 12, 13, 14, 17, western boundary of plot numbers 16, 20, 27, northern & eastern boundary of plot numbers 27 northern boundary of plot numbers 29, 37, eastern boundary of plot numbers 37, 33, 32, 31, 34 and meets at point 'S'.
S-A	Line passes along common boundary of village Urba-Silot Reserve Forest and meets at starting point 'A'.

[F.No. 43015/11/2006-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2010

का.आ. 3053.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी भारत सरकार में कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1038 तारीख 19 अप्रैल, 2010 जो भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) तारीख 24 अप्रैल, 2010 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 12.418 हेक्टर (लगभग) या 30.68 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विहित उक्त भूमि के भाग में कोयला अभिप्राय्य है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 12.418 हेक्टर (लगभग) या 30.68 एकड़ (लगभग) माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है ;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/384 तारीख 4 जून, 2010 का निरीक्षण कलेक्टर, शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :-

अर्जन की बाबत आपत्तियाँ :

“8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्ही अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

स्पष्टीकरण :

- (1) इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएँ करना चाहता है और ऐसी सक्रियाएँ केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए ।
- (2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात्, जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा ।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकार में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं ।”

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) तारीख 4 अप्रैल, 1987 में प्रकाशित अधिसूचना संख्या का. आ. 905, तारीख 20 मार्च, 1987 द्वारा सक्षम प्राधिकारी नियुक्त किया है ।

अनुसूची

राजेन्द्र यू/जी खान ब्लॉक, सोहागपुर क्षेत्र जिला-शहडोल (मध्य प्रदेश)

[रेखांक संख्या-एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/384 तारीख 4 जून, 2010]

भू-सतह अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का संख्या	बंदोबस्त संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
1.	छिरोहीदे	99	316	सोहागपुर	शहडोल	12.418	भाग

कुल :- 12.418 हेक्टर (लगभग)
या 30.68 एकड़ (लगभग)

1. ग्राम छिरिहीटी (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :

35 से 37, 38(भाग), 75(भाग), 76(भाग), 77(भाग), 78(भाग), 83(भाग), 84(भाग), 85 से 93 ।

सीमा वर्णन :

- क-ख रेखा, ग्राम छिरिहीटी में बिन्दु "क" से आरंभ होती है और प्लॉट संख्यांक 75, 76, 77, 78, 84, 83 से होती हुई जाती है और बिन्दु "ख" पर मिलती है ।
- ख-ग रेखा, ग्राम छिरिहीटी के प्लॉट संख्यांक 38 से होकर प्लॉट संख्यांक 36 के भागतः उत्तरी सीमा और 35 की उत्तरी सीमा से होती हुई जाती है और बिन्दु "ग" पर मिलती है ।
- ग-घ रेखा, ग्राम छिरिहीटी के प्लॉट संख्यांक 35, 88, 87, 89 की पूर्वी सीमा से होती हुई जाती है और बिन्दु "घ" पर मिलती है ।
- घ-ङ रेखा, ग्राम छिरिहीटी के प्लॉट संख्यांक 89, 90, 93, 92 की दक्षिणी सीमा से होती हुई जाती है और बिन्दु "ङ" पर मिलती है ।
- ङ-क रेखा, ग्राम छिरिहीटी के प्लॉट संख्यांक 92, 78 की दक्षिणी सीमा और प्लॉट संख्यांक 75 के भागतः दक्षिणी सीमा से होती हुई जाती है और आरंभिक बिन्दु "क" पर मिलती है ।

[फा. सं. 43015/05/2010-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th December, 2010

S.O. 3053.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 1038 dated the 19th April, 2010 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated the 24th April, 2010, the Central Government gave notice of its intention to prospect for coal in 12.418 hectares (approximately) or 30.68 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire the lands measuring 12.418 hectares (approximately) or 30.68 acres (approximately) as Surface Rights in or over the said lands described in the Schedule appended hereto:

Note 1 : The plan bearing number SECLBSP/GM(PLG)/LAND/384 dated the 4th June, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Shahdol (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495006 (Chhattisgarh).

Note 2 : Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows :—

Objection to Acquisition:

"8(1) Any person interested in any land in respect of which a notification under Section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation:

- (1) It shall not be an objection within the meaning of this Section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.
- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and

shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of the Government.

- (3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 : The Coal Controller, 1, Council House Street, Kolkata - 700001, has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 4th April, 1987.

SCHEDULE

Rajendra U/G Mine Block, Sohagpur Area Distt- Shahdol (Madhya Pradesh)

[Plan bearing number SECL/BSP/GM(PLG)/LAND/ 384 dated the 4th June, 2010]

Surface Rights :

Sr. No.	Name of village	Patwari halka number	Bandobast number	Tahsil	District	Area in hectares	Remarks
1.	Chhirihiti	99	316	Sohagpur	Shahdol	12.418	Part
Total : 12.418 hectares (Approximately) Or 30.68 acres (Approximately)							

1. Plot numbers to be acquired in village Chhirihiti (Part):

35 to 37, 38(P), 75(P), 76(P), 77(P), 78(P), 83(P), 84(P), 85 to 93.

Boundary Description:

A-B	Line starts from point 'A' in village Chhirihiti and passes through plot number 75, 76, 77, 78, 84, 83 and meets at point 'B'.
B-C	Line passes in village Chhirihiti through plot number 38, along partly northern boundary of plot number 36, northern boundary of plot number 35 and meets at point 'C'.
C-D	Line passes in village Chhirihiti along eastern boundary of plot number 35, 88, 87, 89 and meets at point 'D'.
D-E	Line passes in village Chhirihiti along southern boundary of plot number 89, 90, 93, 92 and meets at point 'E'.
E-A	Line passes in village Chhirihiti along southern boundary of plot number 92, 78, partly southern boundary of plot number 75 and meets at starting point 'A'.

[F.No. 43015/05/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2010

का.आ. 3054.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम/जी/प्लानिंग/भूमि/10/389 तारीख 03 सितम्बर, 2010 का निरीक्षण कलेक्टर, रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है (भारत के राजपत्र भाग-II, खंड 3, उपखंड (ii) में प्रकाशनार्थ)

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

उक्त अनुसूची में विहित भूमि में हितबद्ध कोई व्यक्ति -

- (i) संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप, या
- (ii) यदि भूमि में के किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा,
- (iii) प्रभावहीन हो गई पूर्वेक्षण अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किए जाने पर अधिकारों के लिए प्रतिकर प्राप्त कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मिति से संबंधित सभी मानचित्र चार्ट और अन्य दस्तावेज परिदत्त,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में कर सकेगा ।

अनुसूची

छाल ओपनकास्ट विस्तार ब्लॉक

रायगढ़ क्षेत्र

जिला-रायगढ़ (छत्तीसगढ़)

(रेखांक संख्या-एसईसीएल/बीएसपी/जीएम/प्लानिंग/भूमि/10/389 तारीख 03 सितम्बर, 2010) (पूर्वेक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

(क) राजस्व भूमि :

क्रम सं.	ग्राम	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	छाल	30	धरमजयगढ़	रायगढ़	906.481	पूर्ण
2.	बंधापाली	30	धरमजयगढ़	रायगढ़	274.00	पूर्ण
3.	खेदापाली	31	धरमजयगढ़	रायगढ़	174.027	पूर्ण
4.	चंद्रशेखरपुर	31	धरमजयगढ़	रायगढ़	479.193	पूर्ण
5.	नवापारा	31	धरमजयगढ़	रायगढ़	232.609	पूर्ण
6.	पुसल्दा	31	धरमजयगढ़	रायगढ़	967.518	पूर्ण

कुल :- 3033.828 हेक्टर (लगभग) या 7496.59 एकड़ (लगभग)

(ख) वन भूमि :

क्रम सं.	वन का नाम	वन का प्रकार	रेंज	डिवीजन	क्षेत्र हेक्टर में	टिप्पण
1.	लात	पीएफ	छाल	धरमजयगढ़	176.710	पूर्ण
2.	चंद्रशेखरपुर	पीएफ	छाल	धरमजयगढ़	425.000	भाग

कुल क्षेत्र :- 601.710 हेक्टर (लगभग) या 1486.82 एकड़ (लगभग)

कुल योग (क+ख)=3635.538 हेक्टर (लगभग)
या 8983.41 एकड़ (लगभग)

सीमा वर्णन :

- क-ख-ग रेखा, ग्राम छाल में "क" बिन्दु से आरंभ होती है और ग्राम छाल-बोकरामुड़ा, बिन्दु "ख" ग्राम छाल-कन्साबहार, छाल-गदईबहरी के सम्मिलित सीमा से होती हुई जाती है और बिन्दु "ग" पर मिलती है।
- ग-घ-ङ रेखा, ग्राम छाल-गदईबहरी, नवापारा-गदईबहरी, बिन्दु "घ", ग्राम नवापारा-बोगीया, नवापारा-छीटापाली, पुसल्दा-छीटापाली, पुसल्दा-बहेरामुड़ा के सम्मिलित सीमा से होती हुई जाती है और "ङ" बिन्दु पर मिलती है।
- ङ-च-छ रेखा ग्राम पुसल्दा-बरमुड़ा, चंद्रशेखरपुर-बरमुड़ा, चंद्रशेखरपुर-गुरदा, बिन्दु "च" चंद्रशेखरपुर-देहजारी, चंद्रशेखरपुर-डोमनारा के सम्मिलित सीमा से होती हुई जाती है और "छ" बिन्दु पर मिलती है।
- छ-ज-झ-ञ रेखा ग्राम चंद्रशेखरपुर-लात के भागत सम्मिलित सीमा और बिन्दु "ज" से गुजरती है फिर ग्राम लात के पूर्वी भाग तथा बिन्दु "झ" से होकर जाती है और ग्राम लात-खेदापाली के सम्मिलित सीमा में "ञ" बिन्दु पर मिलती है।
- ञ-ट-ठ रेखा ग्राम लात-खेदापाली, लात-बंधापाली, बिन्दु "ट" और ग्राम लात-छाल के सम्मिलित सीमा से होती हुई जाती है और "ठ" बिन्दु पर मिलती है।
- ठ-क रेखा ग्राम छाल के पश्चिमी सीमा से होती हुई जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/19/2010-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th December, 2010

S.O. 3054.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality described in the Schedule annexed hereto;

And Whereas, the plan bearing number SECL/BSP/GM/PLANING/L and/10/389 dated 3rd September, 2010 of the area covered by this notification can be inspected at the office of the Collector, Raigarh (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur -495006 (Chhattisgarh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from lands described in the said Schedules;

Any persons interested in the land described in the said Schedules may—

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over such land, or
- (ii) claim an interest in compensation if the land or any rights in or over such land, or
- (iii) seek compensation for prospecting licences ceasing to have effect, rights under mining leases being acquired, and deliver all maps charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of section 13 of the said Act,

to the officer-in-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh), within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE**Chhal Opencast Expansion Mine Block,****Dharamjaigarh Area,****District- Raigarh, Chhattisgarh**

(Plan bearing number: SECL/BSP/GM/PLANING/L and/ 10/389 dated the 3rd September, 2010) (Showing the land notified for prospecting).

(A) Revenue Land:

Sl. No.	Village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1.	Chhal	30	Dharamjaigarh	Raigarh	906.481	Full
2.	Bandhapali	30	Dharamjaigarh	Raigarh	274.00	Full
3.	Khedapali	31	Dharamjaigarh	Raigarh	174.027	Full
4.	Chandrashekharapur	31	Dharamjaigarh	Raigarh	479.193	Full
5.	Nawapara	31	Dharamjaigarh	Raigarh	232.609	Full
6.	Pusalda	31	Dharamjaigarh	Raigarh	967.518	Full

Total :- 3033.828 hectares (approximately) or 7496.59 acres (approximately)

(B) Forest Land :

Sl. No.	Name of Forest	Type of Forest	Range	Division	Area in hectares	Remarks
1.	Lat	PF	Chhal	Dharamjaigarh	176.710	Full
2.	Chandrashekharapur	PF	Chhal	Dharamjaigarh	425.000	Part

Total :- 601.710 hectares (approximately) or 1486.82 acres (approximately)

**Grand Total (A+B)=3635.538 hectares (approximately)
or 8983.41 acres (approximately)**

BOUNDARY DESCRIPTION:—

A-B-C	Line starts from point 'A' in village Chhal and passes along common boundary of villages Chhal-Bokaramuda, point 'B', Chhal-Kansabhar, Chhal-Gadainbahri and meets at point 'C'.
C-D-E	Line passes along common boundary of villages Chhal -Gadainbahri, Nawapara-Gadainbahri, point 'D', Nawapara - Bogiya, Nawapara - Chitapali, Pusalda-Chitapali, Pusalda-Baheramuda and meets at point 'E'.
E-F-G	Line passes along common boundary of villages Pusalda-Barmuda, Chandrashekharapur-Barmuda, Chandrashekharapur-Gurda, point 'F', Chandrashekharapur-Dehjari, Chandrashekharapur-Domnara and meets at point 'G'.
G-H-I-J	Line passes along partly common boundary of villages Chandrashekharapur-Lat and point 'H' then eastern part of village Lat & point 'I', and meets at point 'J' on the common boundary of villages Lat-Khedapali.
J-K-L	Line passes along common boundary of villages Lat-Khedapali, Lat-Bandhapali, point 'K', Lat-Chhal and meets at point 'L'.
L-A	Line passes along western village boundary of village Chhal and meets at starting point "A".

[F.No. 43015/19/2010-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2010

का.आ. 3055.—केंद्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिवाद्य किए जाने की संभावना है ;

इस अधिसूचना के अन्तर्गत आने वाले रेखांक संख्या सी-1(ई)/III/जेजेआर/827-0510, तारीख 19 मई, 2010 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड, (राज्य विभाग) कोल इस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक

(एक्सप्लोरेशन डिवाजन), केन्द्रीय खान, योजना और डिजाइन संस्थान, गोंडवाना प्लेस, कांके रोड, रांची-834 031 के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001 के कार्यालय में या जिला कलेक्टर यवतमाल-445 204 (महाराष्ट्र) के कार्यालय में किया जा सकता है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें उसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित कोयले का पूर्वक्षेप करने के अपने आशय की सूचना देती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति —

- (i) संपूर्ण भूमि या उसके किसी भाग के अर्जन या ऐसी भूमि में या उस पर के किन्हीं अधिकारों के प्रति आक्षेप, या
- (ii) भूमि में के किसी हित के प्रतिकर या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का दावा कर सकेगा, या
- (iii) प्रभावहीन हो गई पूर्वक्षेप अनुज्ञप्तियों, खनन पट्टों के अधीन अर्जित किए जाने पर अधिकारों के लिए प्रतिकर प्राप्त कर सकेगा और उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट भूमि के कोरों से संग्रहण या अन्य खनिज नमूनों तथा उनके सम्यक् विश्लेषण को तथा किसी अन्य सुसंगत अभिलेख या सामग्रियों की निर्मिति से संबंधित सभी मानचित्र चार्ट और अन्य दस्तावेजों परिदत्त,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, वणी क्षेत्र, पोस्ट तडाली, तहसील तडाली, जिला चंद्रपुर-441 224 (महाराष्ट्र) या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल इस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में कर सकेगा ।

अनुसूची

मुंगोली-निरगुडा डीप और नकोडा एक्सटेंशन ब्लॉक

वणी क्षेत्र

जिला यवतमाल (महाराष्ट्र)

[रेखांक संख्या : सी-1(ई)III/जेजेआर/827-0510, तारीख 19 मई, 2010]

“ब्लॉक-I”

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	चिंचोली	105	वणी	यवतमाल	173.546	पूर्ण
2.	सावंगी	105	वणी	यवतमाल	83.457	भाग
3.	शिखनी	363	वणी	यवतमाल	365.038	भाग
4.	मुंगोली	108	वणी	यवतमाल	68.604	भाग
5.	साखरा	108	वणी	यवतमाल	20.677	भाग
6.	कोलगांव	108	वणी	यवतमाल	150.788	भाग

कुल क्षेत्र : 862.110 हेक्टर (लगभग)

या 2130.312 एकड़ (लगभग)

“ब्लॉक-I”

सीमा वर्णन :

क-ख रेखा बिन्दु “क” से आरंभ होती है और वर्धा नदी के किनारे गुजरती हुई ग्राम सावंगी तथा ग्राम चिंचोली के ऊपर से होते हुए ग्राम मुंगोली के पास वर्धा नदी के किनारे पर बिन्दु “ख” पर मिलती है ।

- ख-ग रेखा ग्राम चिचोली से निकलकर ग्राम शिवनी की सीमा रेखा से होती हुई ग्राम मुंगोली से निकलती हुई ग्राम कोलगांव की सम्मिलित सीमा के बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम साखरा ग्राम कोलगांव से निकलती हुई सम्मिलित सीमा ग्राम साखरा तथा ग्राम कोलगांव के बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा ग्राम कोलगांव ग्राम साखरा के सम्मिलित बिन्दु "घ" से निकलती हुई ग्राम कोलगांव से निकलती हुई सम्मिलित सीमा रेखा ग्राम कोलगांव ग्राम शिवनी के बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा ग्राम शिवनी से गुजरती हुई शिवनी ग्राम के पास बिन्दु "च" पर मिलती है।
- च-छ रेखा ग्राम सावंगी से गुजरती हुई बिन्दु "छ" पर मिलती है।
- छ-क रेखा ग्राम सावंगी से गुजरती हुई वर्धा नदी के किनारे पर आरंभिक बिन्दु "क" पर मिलती है।

अनुसूची

मुंगोली-निरगुडा डीप और नकोडा एक्सटेंशन ब्लॉक

वणी क्षेत्र

जिला यवतमाल (महाराष्ट्र)

[रेखांक संख्या : सी-1(ई)III/जेजेआर/827-0510, तारीख 19 मई, 2010]

"ब्लॉक-II"

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	कोलगांव	108	वणी	यवतमाल	120.217	भाग

कुल क्षेत्र : 120.217 हेक्टर (लगभग)

या 297.060 एकड़ (लगभग)

"ब्लॉक-II"

सीमा वर्णन :

- घ-ज रेखा बिन्दु "घ" से आरंभ होकर ग्राम साखरा और ग्राम कोलगांव की सम्मिलित सीमा से होती हुई पैनगंगा नदी के किनारे पर बिन्दु "ज" पर मिलती है।
- ज-झ रेखा पैनगंगा नदी के किनारे से गुजरती हुई बिन्दु "झ" पर मिलती है।
- झ-ञ रेखा ग्राम कोलगांव तथा टाकली की सम्मिलित सीमा से गुजरती हुई बिन्दु "ञ" पर मिलती है।
- अ-ट रेखा ग्राम कोलगांव से गुजरती हुई कोलगांव परियोजना के लिए अधिग्रहीत भूमि की सीमा के पास बिन्दु "ट" पर मिलती है।
- ट-घ रेखा ग्राम कोलगांव तथा मुंगोली परियोजना के लिए अधिग्रहीत भूमि की सीमा से गुजरती हुई आरंभिक बिन्दु "घ" पर मिलती है।

[फा. सं. 43015/20/2010-पीआरआईडब्ल्यू-1]

एम. शाहबुद्दीन, अवर सचिव

New Delhi, the 15th December, 2010

S.O. 3055.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule annexed hereto;

And Whereas, the plan bearing number C-1(E)III/JJR/827-0510, dated the 19th May, 2010 of the area covered by this notification may be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine

Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi-834031 or at the Office of the Coal Controller, 1, Council House Street, Kolkata-70 0001 or at the Office of the District Collector, Yavatmal-445 204 (Maharashtra).

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal described in the said Schedules;

Any persons interested in the land described in the said Schedules may-

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over such land, or
- (ii) claim an interest in compensation if the land or any rights in or over such land, or
- (iii) seek compensation for prospecting licences ceasing to have effect, rights under mining leases being acquired, and deliver all maps charts and other documents relating to the land, collection from the land of cores or other mineral samples and due analysis thereof and the preparation of any other relevant record or materials referred to in sub-section (7) of Section 13 of the said Act,

to the Office of the Chief General Manager, Western Coalfields Limited, Wani Area, Post Tadali, Tahsil Tadali, District Chandrapur-441 224 (Maharashtra) or General Manager, Western Coalfields Limited, Land & Revenue Department, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Mungoli-Nirguda Deep and Nakoda Extension Block

Wani Area

District Yavatmal (Maharashtra)

[Plan bearing number : C-1(E)III/JJR/827-0510, dated 19th May, 2010]

"BLOCK-I"

Sl. No.	Name of village	Patwari Circle number	Tahsil	District	Area in (hectares)	Remarks
1.	Chincholi	105	Wani	Yavatmal	173.546	Full
2.	Sawangi	105	Wani	Yavatmal	83.457	Part
3.	Shivni	363	Wani	Yavatmal	365.038	Part
4.	Mungoli	108	Wani	Yavatmal	68.604	Part
5.	Sakhara	108	Wani	Yavatmal	20.677	Part
6.	Kolgaon	108	Wani	Yavatmal	150.788	Part

Total area : 862.110 hectares (approximately)
or 2130.312 acres (approximatley)

"BLOCK-II"

BOUNDARY DESCRIPTION:

- A-B: Line starts from point 'A' on the Bank of Wardha River in Sawangi village and proceeds along with bank of river and village boundary of village Chincholi and village boundary of Mungoli and meets at Point 'B'.
- B-C: Line passes along the village boundary of Chincholi village and cross the Nallah in between Chincholi and Shivni villages and passes through the Mungoli village and common village boundary of Mungoli and Kolgaon village and meets at Point 'C'.

- C-D: Line passes through common village boundary of Kolgaon and Mungoli, Sakhara and through the village boundary of Sakhara and Kolgaon and meets at Point 'D'.
- D-E: Line passes through the common village boundary of Kolgaon and Sakhara and cross the village boundary of village Yenak and meets at common village boundary of Kolgaon and Yenak at Point 'E'.
- E-F: Line passes through the village Shivni and meets at Gaothan village Shivni at Point 'F'.
- F-G: Line passes through village Sawangi and meets at Point 'G'.
- G-A: Line passes through village Sawangi and meets at starting Point 'A'.

SCHEDULE**Mungoli-Nirguda Deep and Nakoda Extension Block****Wani Area****District Yavatmal (Maharashtra)**

[Plan bearing number : C-1(E)III/JJR/827-0510, dated 19th May, 2010]

"BLOCK-II"

Sl. No.	Name of village	Patwari Circle number	Tahsil	District	Area in (hectares)	Remarks
1.	Kolgaon	108	Wani	Yavatmal	120.217	Part

**Total area : 120.217 hectares (approximately)
or 297.060 acres (approximatley)**

"BLOCK-II"**BOUNDARY DESCRIPTION:**

- D-H: Line starts from Point 'D' on the common village boundary of Sakhara and Kolgaon then passes along with the outer boundary of village Kolgaon and Abadi and meets at Point 'H'.
- H-I: Line passes along the bank of River Penganga and meets at Point 'I'.
- I-J: Line passes along the common village boundary of village Kolgaon and Takli and meets at Point 'J'.
- J-K: Line passes through village Kolgaon and meets at Point 'K'.
- K-D: Line passes through village Kolgaon and acquired land for Mungoli OC and meets at starting Point 'D'.

[F. No. 43015/20/2010-PRIW-I]
M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2010

का.आ. 3056.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी और भारत सरकार के राजपत्र भाग II, खंड 3, उपखंड (ii) तारीख 13 फरवरी, 2010 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 447 तारीख 1 फरवरी, 2010 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 462.00 हेक्टेयर (लगभग) या 1141.60 एकड़ (लगभग) है, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि के भाग में कोयला अभिप्राप्य है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 462.00 हेक्टेयर (लगभग) या 1141.60 एकड़ (लगभग) माप की भूमि और उक्त भूमि में या उस पर के सभी अधिकार का अर्जन करने के अपने आशय की सूचना देती है ;

टिप्पणी 1 : इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एनसीएल/मुख्यालय/राजस्व/2010/63 तारीख 20 जुलाई, 2010 का निरीक्षण कलेक्टर, सिंगरौली (मध्य प्रदेश) के कार्यालय में या नार्दन कोलफील्ड्स लिमिटेड, राजस्व अनुभाग, सिंगरौली (मध्य प्रदेश-486889) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में किया जा सकता है ।

टिप्पणी 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :

अर्जन की बाबत आपत्तियाँ :

“8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

स्पष्टीकरण :

- (1) इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए ।
- (2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच यदि कोई हो, करने के पश्चात्, जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा ।
- (3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकार में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं ।”

टिप्पणी 3: केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन भारत के राजपत्र में भाग II, खंड 3, उपखंड (ii) तारीख 17 अक्टूबर, 1987 में प्रकाशित अधिसूचना संख्या का. आ. 2839 तारीख 5 अक्टूबर, 1987 के अधीन सक्षम प्राधिकारी के रूप में नियुक्त किया है ।

अनुसूची

मेहरौली वेस्ट (डिप नार्थ साइड) ब्लॉक

नार्दन कोलफील्ड्स लिमिटेड, सिंगरौली

जिला-सिंगरौली (मध्य प्रदेश)

[रेखांक संख्या : एनसीएल/मुख्यालय/राजस्व/2010/63 तारीख 20 जुलाई, 2010]

(ग्राम मेढौली में अर्जित की जाने वाली प्लॉट अनुसार भूमि दर्शाते हुए)

सभी अधिकार :

क्रम सं.	ग्राम	थाना	ग्राम संख्या	तहसील	जिला	क्षेत्रफल (हेक्टेयर में)	क्षेत्रफल (एकड़ में)	टिप्पणियाँ
1.	मेढौली	मोरवा	131	सिंगरौली	सिंगरौली	462.00	1141.60	भाग
योग :						462.00 (लगभग)	1141.60 (लगभग)	

1. ग्राम मेढौली में अर्जित किए जाने वाले प्लॉट संख्याक :

63(भाग), 65(भाग), 66 से 75, 75/608, 76 से 79, 80(भाग), 81(भाग), 82(भाग), 83(भाग), 84 से 88, 89(भाग), 90(भाग), 91, 92, 93(भाग), 94, 95(भाग), 96(भाग), 98(भाग), 99, 100(भाग), 101(भाग), 102(भाग), 122(भाग), 123(भाग), 155(भाग), 156(भाग), 158(भाग), 159(भाग), 159/610(भाग), 160, 161(भाग), 162, 163, 164(भाग), 165, 166, 167(भाग), 168, 169, 170, 171(भाग), 173(भाग), 206(भाग), 309(भाग), 310, 311(भाग), 312, 313(भाग), 620/315(भाग), 316(भाग), 317 से 342, 343(भाग), 344(भाग), 345(भाग), 361(भाग), 362, 362/599, 363, 363/600, 364 से 369, 370(भाग), 372(भाग), 372/622(भाग), 373, 373/621, 374, एक बिना नम्बर का प्लॉट प्लॉट, 375 से 388, 389(भाग), 389/623, 390 से 396, 396/601, 397, 397/602, 398, 399, 400(भाग), 401, 402(भाग), 409(भाग), 410(भाग), 412(भाग), 413, 414, 414/603(भाग), 415, 416(भाग), 417(भाग), 418(भाग), 419 से 423, 423/628, 424, 424/629, 425 से 428, 429(भाग), 430(भाग), 432(भाग), और 474(भाग) ।

सीमा वर्णन :

- क-ख रेखा बिन्दु 'क' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 123 और 100 से और निगाही ब्लाक विस्तार की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु 'ख' पर मिलती है ।
- ख-ग रेखा बिन्दु 'ख' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 100, 93 और 155 से और निगाही ब्लाक विस्तार की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु 'ग' पर मिलती है ।
- ग-घ रेखा बिन्दु 'ग' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 155 और 156 से और निगाही ब्लाक विस्तार की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा जयन्त ब्लाक विस्तार सब ब्लाक-5 की पूर्व अर्जित सीमा पर स्थित उभय बिन्दु 'घ' पर मिलती है ।
- घ-ङ रेखा बिन्दु 'घ' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 156, 155 158, 206, पुनः 158, 159, 161, 159/610, 164, 167, 173, 171, 311, 309, 313, 316, 620/315 और 429 से और जयन्त ब्लाक विस्तार (सब-ब्लाक V) की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा प्लॉट संख्या 429 और 428 की सम्मिलित सीमा के बिन्दु 'ङ' पर मिलती है।
- ङ-च रेखा बिन्दु 'ङ' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 429, 430, 432, 418, 474, 417, 416, 409 और 410 से और जयन्त ब्लाक विस्तार (सब-ब्लाक V) की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु 'च' पर मिलती है।
- च-छ रेखा बिन्दु 'च' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 410, 412, 414/603 पुनः 412 और 402 से और दुधीचुआ ब्लाक विस्तार-II की पूर्व अर्जित सीमा पर से होकर गुजरती है तथा बिन्दु 'छ' पर मिलती है।
- छ-ज रेखा बिन्दु 'छ' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 402, 400, 389 एक बिना नम्बर का प्लॉट, 372, 372/622, पुनः 372, 370, 361, 343, 344, 345, 65 और 63 से होकर गुजरती है तथा प्लॉट संख्या 63 और 80 की सम्मिलित सीमा के बिन्दु 'ज' पर मिलती है ।
- ज-झ रेखा बिन्दु 'ज' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 80, 82, 81, 83 और 89 से होकर गुजरती है तथा बिन्दु 'झ' पर मिलती है ।
- झ-ञ रेखा बिन्दु 'झ' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 89, 90, 96, 95, 98, 102, 101 और 122 से होकर गुजरती है तथा बिन्दु 'ञ' पर मिलती है ।
- ञ-क रेखा बिन्दु 'ञ' से आरम्भ होती है, और ग्राम मेढौली के प्लॉट संख्या 122 और 123 से होकर गुजरती है तथा आरम्भिक बिन्दु 'क' पर मिलती है ।

[फा. सं. 43015/37/2009-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, 15th December, 2010

S.O. 3056.—Whereas by the Notification of the Government of India in the Ministry of Coal number S.O. 447 dated the 1st February, 2010, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (herein after referred to as the said Act) and published in the Gazette of India, Part-II, section 3, sub-section (ii), dated the 13th February, 2010, the Central Government gave notice of its intention to prospect for coal in 462.00 hectares (approximately) or 1141.60 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire the land measuring 462.00 hectares (approximately) or 1141.60 acres (approximately) and all rights in or over the said lands, described in the Schedule appended hereto.

Note : 1 The plan bearing number NCL/HQ/Revenue/2010/63 dated the 20th July, 2010 of the area covered by this notification may be inspected at the office of the Collector, Singrauli (Madhya Pradesh) or at the office of the Northern Coalfields Limited, Revenue Section, Singrauli (Madhya Pradesh - 486 889) or at the Office of the Coal Controller, 1, Council House Street, Kolkata - 700 001

Note: 2 Attention is hereby invited to the provisions of the Section 8 of the said Act which provides as follows: -

Objections to Acquisition :

“8(1) Any person interested in any land in respect of which a notification under section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation:

- (1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of Coal and that such operations should not be undertaken by the Central Government or any other person.
- (2) Every objection under sub-section (1) shall be made to the Competent Authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.
- (3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.”

Note: 3. The Coal Controller, 1, Council House Street, Kolkata - 700001, has been appointed by the Central Government as the Competent Authority under section 3 of the said Act by notification number S.O.2839, dated the 5th October, 1987 published in the Gazette of India, Part-II, section-3, sub-section (ii) dated October 17, 1987.

SCHEDULE

Mehrauli West (Dip North Side) Block

Northern Coalfields Limited, Singrauli
District - Singrauli (Madhya Pradesh)

(Plan bearing number: NCL/HQ/Revenue/2010/63 dated the 20th July, 2010)
(Showing plot-wise land to be acquired in village Medhauli)

All Rights :

Sl. No.	Mouza/ village	Police Thana	Village number	Name of Tahsil	Name of District	Area (in hectares)	Area (in acres)	Remarks
1.	Medhauli	Morwa	131	Singrauli	Singrauli	462.00	1141.60	Part
Total Area :						462.00 (Approximately)	1141.60 (Approximately)	

Plot numbers to be acquired in village Medhauli :

63(p), 65(p), 66 to 75, 75/608, 76 to 79, 80(p), 81 (p), 82(p), 83(p), 84 to 88, 89(p), 90(p), 91, 92, 93(p), 94, 95(p) 96(p), 98(p), 99, 100(p), 101 (p), 102(p), 122(p), 123(p), 155(p), 156(p), 158(p), 159(p), 159/610(p), 160, 161(p), 162, 163, 164(p), 165, 166, 167(p), 168, 169, 170, 171 (p), 173(p), 206(p), 309(p), 310, 311 (p), 312, 313(p), 620/315(p), 316(p), 317 to 342, 343(p), 344(p), 345(p), 361 (p), 362, 362/599, 363, 363/600, 364 to 369, 370(p), 372(p), 372/622(p), 373,

373/621, 374, One unnumbered part plot, 375 to 388, 389(p), 389/623, 390 to 396, 396/601, 397, 397/602, 398, 399, 400(p), 401, 402(p), 409(p), 410(p) 412(p) 413, 414, 414/603(p), 415, 416(p), 417(p), 418(p), 419 to 423, 423/628, 424, 424/629, 425 to 428, 429(p), 430(p), 432(p) and 474(p).

Boundary Description :

- A-B** The line starts from point "A" and passes through Plot Nos. 123 and 100 of village Medhauri and passes over the previously acquired boundary of Nigahi Block extension and meets at point "B".
- B-C** Line starts from point "B" and passes through plot Nos. 100, 93 and 155 of village Medhauri and passes over the previously acquired boundary of Nigahi Block extension and meets at point "C".
- C-D** Line starts from point "C" and passes through plot nos. 155 and 156 of village Medhauri and passes over the previously acquired boundary of Nigahi Block Extension and meets at common point "D" situated over previously acquired boundary of Jayant Block extension (Sub Block V).
- D-E** Line starts from point "D" and passes through plot nos. 156, 155, 158, 206 again 158, 159, 161, 159/610, 164, 167, 173, 171, 311, 309, 313, 316, 620/315 and 429 of village Medhauri and passes over the previously acquired boundary of Jayant Block Extension (Sub Block V) and meets on common plot boundary of plot nos. 429 and 428 at point "E".
- E-F** Line starts from point "E" and passes through plot nos. 429, 430, 432, 418, 474, 417, 416, 409 and 410 of village Medhauri and passes over the previous acquired boundary of Jayant Block Extension (Sub Block V) and meets at point "F".
- F-G** Line starts from point "F" and passes through plot nos. 410, 412, 414/603, again 412, and 402 of village Medhauri and passes over the previously acquired boundary of Dudhachua Block Extension-II and meets at point "G".
- G-H** Line starts from point "G" and passes through plot nos. 402, 400, 389, one unnumbered plot, 372, 372/622, again 372, 370, 361, 343, 344, 345, 65 and 63 of village Medhauri and meets on common plot boundary of plot nos. 63 and 80 at point "H".
- H-I** Line starts from point "H" and passes through plot Nos. 80, 82, 81, 83 and 89 of Village Medhauri and meets at point "I".
- I-J** Line starts from point "I" and passes through plot nos. 89, 90, 96, 95, 98, 102, 101 and 122 of village Medhauri and meets at Point "J".
- J-A** Line starts from point "J" and passes through plot nos. 122 and 123 of village Medhauri and meets at starting point "A".

[F.No. 43015/37/2009-PRIW-I]

M. SHAHABUDEEN, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 27 नवम्बर, 2010

का.आ. 3057.— भारतीय मानक ब्यूरो नियम 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14255 : 1955 की संशोधन संख्या 1	1, अक्टूबर 2010	1-12-2010

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, ग्वाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपबन्ध हैं।

तिथि : 27-11-2010

[संदर्भ : ईटी 09/टी-106]

आर. के. त्रेहन, वैज्ञानिक-ई एवं प्रमुख विद्युत तकनीकी

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 27th November, 2010

S.O. 3057.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 14255 : 1995 Aerial bunched cables—for working voltages up to and including 1100 Volts—Specification	01, October 2010	1-12-2010

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 27-11-2010

[Ref: ET 09/T-106]

R. K. TREHAN, Scientist-F & Head Electrotechnical

CORRIGENDUM

New Delhi, the 30th November, 2010

S.O. 3058.—In the Notification of this Ministry, S.O. No. 908 dated 25th March, 2010 published in the Gazette of India-Part II, Section 3(ii), for the week April 4—April 10, 2010 at page No. 1772, it is observed that there are certain errors in the notification (English Version) which have been listed below :—

Sl. No.	No. & Year of the Indian Standards Cancelled	Details sent	Details published	Correction required
(1)	(2)	(3)	(4)	(5)
1.	IS 7999: 1998 / ISO 5494: 1978 Sensory analysis-Apparatus-Tasting glass for liquid products (First Revision)	IS 7999: 1998 / ISO 5494: 1978 Sensory Apparatus-Tasting glass for liquid products (First Revision)	IS 7999: 1988 / ISO 5494: 1978 S.O. No. 1743 Dated: 05-09-1990	Year of the standards to be corrected as 1998 Date of S.O. No. to be corrected as 05-09-1998
2.	IS 8574: 1977 Specification for maize suzi or rava (Semolina)	IS 8574: 1977	IS 8574: 1988	Year of the Standard to be corrected as 1977
3.	IS 8806: 1978 Specification for pan goods confectionery (dragees)	IS 8806: 1978	IS 8806: 1988	Year of the Standard to be corrected as 1978

[Ref: FAD/G-128]

Dr. R. K. BAJAJ, Scientist F & Head (Food & Agri.)

नई दिल्ली, 1 दिसम्बर, 2010

का.आ. 3059.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15111 (भाग 1) : 2002	4, नवम्बर 2010	01 जनवरी, 2010

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपबन्ध हैं।

तिथि : 01-12-2010

[संदर्भ : ईटा 23/टी-82]

आर. के. त्रेहन, वैज्ञानिक-एफ एवं प्रमुख विद्युत तकनीकी

New Delhi, the 1st December, 2010

S.O. 3059.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15111 : (Part 1) : 2002 Self Ballasted Lamps For General Lighting Services Part I Safety Requirements	4 November, 2010	01 Jan, 2011

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 23/T-82]

R. K. TREHAN, Scientist-F & Head Electrotechnical

नई दिल्ली, 1 दिसम्बर, 2010

का.आ. 3060.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 2418 (भाग 1) : 1977	6, अक्टूबर, 2008	01 जनवरी, 2010
2.	आईएस 2418 (भाग 1) : 1977	7, अक्टूबर, 2010	01 जनवरी, 2010

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-10002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, ग्वाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 01-12-2010

[संदर्भ : ईटी 23/टी-20]

आर. के. त्रेहन, वैज्ञानिक-एफ एवं प्रमुख विद्युत तकनीकी

New Delhi, the 1st December, 2010

S.O. 3060.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2418 : (Part 1) : 1977 Tubular Fluorescent Lamps For General Lighting Service Part 1 Requirements And Tests (First Revision)	6 October, 2008	01 Jan, 2011
2.	IS 2418 : (Part 1) : 1977 Tubular Fluorescent Lamps For General Lighting Service Part 1 Requirements And Tests (First Revision)	7 October, 2010	01 Jan, 2011

Copy of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 01-12-2010

[Ref: ET23/T-20]

R. K. TREHAN, Scientist-F & Head Electrotechnical

नई दिल्ली, 2 दिसम्बर, 2010

का.आ. 3061.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 11827:2008 स्वचल वाहन-गतिमापक का अंशशोधन-मूल्यांकन की पद्धति (दूसरा पुनरीक्षण)	संशोधन संख्या 1, अक्टूबर, 2010	31 अक्टूबर, 2010
2.	आईएस 15053:2001 पोत निर्माण-500 जी आर टी से कम के जलयानों के लिए हाईड्रोलिक स्टीयरिंग गियर सामान्य अपेक्षाएं	संशोधन संख्या 1, अक्टूबर, 2010	31 अक्टूबर, 2010

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-10002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कौयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपबब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

टी. वी. सिंह, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

New Delhi, the 2nd December, 2010

S.O. 3061.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11827 : 2008 Automotive vehicles-Calibration of speedometer-Method of evaluation (second revision)	Amendment No. 1, October, 2010	31 October, 2010
2.	IS 15053 : 2001 Shipbuilding-Hydraulic steering gears for vessel below 500 GRT-General requirements	Amendment No. 1, October, 2010	31 October, 2010

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TED/G-16]

T. V. SINGH, Scientist 'F' & Head (Transport Engg.)

नई दिल्ली, 2 दिसम्बर, 2010

का.आ. 3062.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15337:2003- मृदु इस्पात भूमिगत पाइप लाइनों की संरक्षा के लिए कोलतार आधारित संरक्षणरोधी फीता-विशिष्ट	संशोधन संख्या 1, नवम्बर, 2010	30 नवम्बर, 2010

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-10002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपबब्ध हैं।

तिथि : 02-12-2010

[संदर्भ : एमटीडी 24/टी-42]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 2nd December, 2010

S.O. 3062.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Title of the standard (s)	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15337:2003-Coal tar based anticorrosion tape for protection of underground mild steel pipelines-Specification	Amendment No. 1, November, 2010	30 November, 2010

Copy of this Amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 02-12-2010

[Ref: MTD 24/T-42]

P. GHOSH, Sc 'F' & Head (Met Engg.)

नई दिल्ली, 3 दिसम्बर, 2010

का.आ. 3063.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4253 (भाग 2) : 2008 कार्क संघटन शीट- विशिष्टि : भाग 2 कार्क और रबर (दूसरा पुनरीक्षण)	संशोधन नं. 1, अक्टूबर, 2010	31 अक्टूबर, 2010

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपबब्ध हैं।

तिथि : 03-12-2010

[संदर्भ : एम. ई. डी./जी-2:1]

सी. के. वेदा, वैज्ञानिक 'एफ' एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 3rd December, 2010

S.O. 3063.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4253 (Part 2):2008 Cork composition sheets-Specification Part 2 Cork and rubber (Second Revision)	Amendment No. 1, October, 2010	31 October, 2010

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 03-12-2010

[Ref: MED/G-2:1]

C. K. VEDA, Sc. 'F' & (Head Mechanical Engineering)

नई दिल्ली, 8 दिसम्बर, 2010

का.आ. 3064.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन केन्द्रीय भंडारण निगम के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. केन्द्रीय भंडारण निगम,
कंटेनर फ्रेट स्टेशन, एफ-2 ब्लॉक,
प्लॉट नं.-1, एमआईडीसी, पिंपरी,
यशवन्त नगर, पुणे-411 018

[संख्या: ई-11011/1/2008-हिन्दी]

नवीन प्रकाश, संयुक्त सचिव

New Delhi, the 8th December, 2010

S.O. 3064.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Central Warehousing Corporation under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

1. Central Warehousing Corporation,
Container Freight Station,
F-II Block, Plot No. 1, MIDC,
Pimpri, Yashwant Nagar,
PUNE-411 018

[No. E-11011/1/2008-Hindi]

NAVEEN PRAKASH, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 13 दिसम्बर, 2010

का. आ. 3065.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएंस इण्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर काकीनाडा स्थित आतटीय गैस प्रसंस्करण टर्मिनल से देश के विभिन्न हिस्सों में स्थित उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाडा - नेल्लोर - चेन्नई पाइपलाइन विछाई जानी चाहिए ;

और, भारत सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन विछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपायुक्त अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसकी उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन विछाई जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 67-11-21/2, सावित्रुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल.वी. नगर, काकिनाडा - 533 003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा,

अनुसूची

मंडल/ तहसिल/ तालुक : पेनुगुन्डा	जिला : पश्चिमी गोदावरी	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं. / सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) दोंगराविपालेम	50/3	00	00	49
	50/5	00	07	89
	51/3	00	15	10
	51/4सी	00	09	40
	51/2	00	01	91
	51/1	00	12	86
	51/4बी	00	02	48
	51/4ए	00	02	80
	51/5	00	00	05
	48/3बी	00	13	63
	48/1	00	00	10
	48/3सी	00	25	35
	47/1ए	00	12	09
	47/2	00	01	91
	47/1बी	00	00	70

1	2	3	4	5
1) दोंगराविपालेम (जारी...)	140/1	00	00	06
	140/2	00	13	02
	140/3ए	00	12	40
	140/3बी	00	17	20
	141/2	00	01	58
	150/1	00	11	07
	141/3ए	00	26	90
	142	00	05	86
	147/3	00	18	14
	146	00	45	23

[फा सं. एल.-14014/102/2010 जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 13th December, 2010

S. O. 3065.— Whereas it appears to Government of India that it is necessary in public interest that for the transportation of natural gas from on-shore gas processing terminal at Kakinada on East Coast of Andhra Pradesh of M/s Reliance Industries Limited, to consumers in various parts of the country, Vijayawada-Nellore-Chennai Pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed here to;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of the User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisuja, Opp, New Century Public School, L.B. Nagar, Kakinada - 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk:Penugonda		District:West Godavari		State:Andhra Pradesh	
Village	Survey No./Sub-Division No.	Area to be acquired for ROU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Dongaravipalem	50/3	00	00	49	
	50/5	00	07	89	
	51/3	00	15	10	
	51/4C	00	09	40	
	51/2	00	01	91	
	51/1	00	12	86	
	51/4B	00	02	48	
	51/4A	00	02	80	
	51/5	00	00	05	
	48/3B	00	13	63	
	48/1	00	00	10	
	48/3C	00	25	35	
	47/1A	00	12	09	
	47/2	00	01	91	
	47/1B	00	00	70	
	140/1	00	00	06	
	140/2	00	13	02	
	140/3A	00	12	40	
	140/3B	00	17	20	
	141/2	00	01	58	
	150/1	00	11	07	
	141/3A	00	26	90	
	142	00	05	86	
	147/3	00	18	14	
	146	00	45	23	

[F. No. L-14014/102/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 13 दिसम्बर, 2010

का. आ. 3066.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु में तिरुत्तनी के पास विजयवाडा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-ट्यूटीकोरिन पाइपलाइन बिछाई जानी चाहिए; और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाखण्ड अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस। राजामनिकम, सहाय प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न.9डी/6डी, रामकृष्णापुरम, पील्लैयार कोवील के सामने, करूर - 639001, तमिलनाडु राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक : आत्तुर	जिला : सेलम	राज्य : तमिलनाडु		
गौव का नाम	सर्वे सं. / सब डिभिजन सं.	आर.ओ.यू.-अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) मलियकराय	57/2	00	04	86
	57/1	00	00	46
	297	00	00	62
	57/3	00	01	90
	58	00	40	93
	59/2	00	32	43
	302/1	00	40	02
	301/5	00	16	18
	301/4	00	07	66
	301/1	00	06	00
	63/3	00	25	87
	63/2	00	30	30
	287/6	00	00	73
	287/5	00	26	43
	84	00	01	81
	87	00	01	28
	85	00	01	77
	284/1	00	13	60
	86	00	21	87
	286	00	08	25
	89	00	02	00
	88	00	05	37
	285	00	17	73
	281	00	25	20
	283/1	00	39	10
	283/2	00	00	13
	283/3	00	09	39
	283/4	00	01	22
	282/3	00	07	85

तालुक : नमक्कल	जिला : नमक्कल	राज्य : तमिलनाडु		
1) कलकुरिचि	173/5	00	02	17
	173/4	00	29	03
	173/2	00	01	13
	172/2	00	01	28
	सर्वे न. 172/1 में नाला	00	08	30
	171/1	00	01	91
	171/2	00	29	02
	171/3	00	27	44

1	2	3	4	5
1) कसकुरिचि (निरंतर)	170/1सी	00	25	69
2) बेलुकुरिचि	सर्वे न. 321 में रास्ता	00	07	75
	323/2बी	00	13	29
	323/2ए	00	09	17
	सर्वे न. 324 में नाला	00	06	37
	325/3	00	39	29
	337/3	00	31	50
	337/4	00	01	42
	337/7	00	02	06
	330	00	45	95
	351/2ड	00	55	51
	351/2एफ	00	32	75
	352	00	02	22
	357	00	29	13
	363	00	08	02
	364	00	18	29
	365/3	00	36	30
	सर्वे न. 373 में नाला	00	07	49
	377/2डी1	00	01	82
	377/2सी	00	16	34
	377/2डी2	00	26	89
	377/3ए	00	03	26
	377/3बी	00	07	44
	377/3सी	00	09	33
	383/1सी	00	46	67
	383/1बी4वी	00	10	31
	383/2	00	00	33
	383/3ए	00	00	10
	384	00	98	32
	385/1ए	00	35	09
	385/1बी	00	22	99
	387/1	00	72	04
3) उत्तिरगडिकावल	164	00	48	37
	163/2	00	00	77
	163/3बी	00	00	17
	163/4	00	06	43
	163/5	00	23	05
	163/6बी	00	04	49
	163/6ए	00	32	38
	166/1ए1	00	15	52
	166/1ए2	00	34	21
	166/1ए3	00	24	73

1	2	3	4	5
3) उत्तिरगडिकावल (निरंतर)	167/3सी	00	09	23
	166/2ए	00	05	43
	170	00	00	53
	169/6बी	00	61	60
	153/1	00	13	61
	153/2	00	13	52
	153/3	00	09	69
	153/5	00	03	64
	153/4	00	05	55
	153/6	00	11	76
	149/1	00	19	78
	149/2ए	00	00	47
	149/2बी	00	01	62
	149/2सी	00	07	32
	सर्वे न. 149/3 में रास्ता	00	03	42
	149/4	00	14	82
	150	00	42	59
	135/3	00	00	24
	135/2	00	19	32
	135/4	00	19	96
	133/1ए	00	01	41
	133/1बी	00	01	38
	133/2	00	00	76
	133/2ए1	00	06	92
	133/3	00	10	39
	133/4	00	06	01
	132/2बी	00	17	42
	130/4	00	15	77
	130/3बी	00	12	83
	130/6	00	30	64
	123/8	00	24	50
	129/5ए	00	04	94
	126/1ए1	00	01	42
	124/2	00	06	16
	124/3	00	06	33
	124/4	00	12	94
	124/11सी	00	27	68
	126/1ए2	00	20	79
	125/1	00	17	24
	125/2	00	15	23
	सर्वे न. 105/4 में रास्ता	00	03	29
	105/5ए1बी	00	30	00

1	2	3	4	5
3) उत्तिरगडिकावल (निरंतर)	105/5वी3	00	25	41
	104/1	00	02	03
	222	00	25	44
	104/5	00	02	41
	103/6	00	08	51
4) तिरुमलायगिरि	सर्वे न. 2/1ए में रास्ता	00	11	94
	2/1वी1	00	12	49
	2/1वी2	00	36	32
	2/2	00	27	84
	सर्वे न. 3 में रास्ता	00	11	40
	106/3	00	34	22
	106/4ए	00	02	04
	105	00	41	47
	106/4वी	00	06	99
	106/6	00	06	62
	110/5ए	00	03	11
	110/6डी	00	00	10
	110/7ए	00	25	32
	110/7वी	00	02	07
	119/4	00	16	91
	104	00	43	50
	96/2सी	00	11	02
	96/2ए	00	47	06
	95/2वी	00	18	27
	95/4वी	00	11	83
	97/4ए1	00	05	18
	91	00	10	47
	90/1ए	00	66	84
	92/1	00	32	44
	सर्वे न. 197 में नाला	00	04	07
	193	00	60	14
	192	00	19	33
	178/1वी	00	00	10
	174/1ए	00	16	11
	174/1वी	00	13	72
	174/3ए	00	06	32
	174/4वी1	00	34	24
	174/4वी2	00	02	23
	सर्वे न. 280 में रास्ता	00	07	83
	282	00	45	02
	288	00	20	90
	सर्वे न. 287/1 में रास्ता	00	10	91

1	2	3	4	5
4) तिरुमलायगिरि (निरंतर)	287/3	00	03	09
	287/4	00	07	76
	287/5	00	29	81
	290/2ए	00	09	02
	290/3ड	00	14	93
	290/4	00	25	67
	291	00	11	52
	300	00	15	92
	299/2ए	00	33	77
	299/2सी1	00	34	31
	308/3बी	00	12	14
	308/3सी	00	28	91
	308/6	00	03	23
	308/7	00	00	35
	309/2	00	09	51
	309/3	00	38	88
	310/1ए	00	16	39
	310/1बी	00	05	95
	310/2डी1	00	35	36
	310/2डी2	00	01	66
	310/2सी	00	01	62
	311/4	00	02	84
	311/1	00	32	01
5) पेरियकुलम	163/1	00	01	82
	163/9	00	16	64
	163/2	00	19	66
	163/8	00	27	89
	सर्वे न. 173 में रास्ता	00	03	86
	176/1ए1	00	04	14
	176/1ए2	00	26	10
	176/4	00	01	82
	176/1बी	00	01	93
	176/1डी	00	47	36
	176/1सी	00	01	46
	177/4	00	00	44
	178/2ए	00	28	03
	178/2बी	00	23	87
	178/2सी	00	19	69
	178/8	00	02	49
	178/7	00	04	16
	178/6	00	06	87
	178/5ए	00	21	77

1	2	3	4	5
5) डेरियकुलम (निरंतर)	सर्वे न. 178/5बी में रास्ता	00	03	87
6) पल्लमपारय	सर्वे न. 1 में रास्ता	00	05	02
	2/1बी	00	29	25
	2/5बी	00	01	53
	2/5सी	00	33	42
	2/4बी	00	00	59
	3/1ए	00	17	46
	3/1बी	00	01	23
	3/1ड	00	18	15
	3/2	00	13	98
	3/5	00	00	85
	4/6	00	02	59
	4/5	00	07	25
	4/8	00	10	80
	4/9	00	17	92
	4/10	00	02	88
	4/11	00	02	22
	सर्वे न. 4/12 में रास्ता	00	03	55
	27/2बी	00	12	14
	27/4	00	11	72
	28/1	00	23	68
	28/2सी	00	05	83
	28/2डी	00	05	32
	28/5	00	12	44
	28/8ए	00	00	38
	28/7ए	00	00	39
	28/7बी	00	05	12
	28/8बी	00	12	12
	28/10	00	00	43
	28/11	00	03	46
	28/12	00	14	78
	39/1	00	10	15
	39/2	00	05	19
	26/5	00	00	19
	38	00	09	84
	40/1ए	00	14	35
	40/1डी	00	03	73
	40/1सी	00	07	29
	40/1बी	00	05	98
	40/2	00	03	98
	205/1	00	03	69
	206/5	00	17	34

1	2	3	4	5
6) पल्लमपाय (निरंतर)	206/6	00	19	06
	205/2	00	25	95
	210/1	00	05	89
	210/2इ	00	00	42
	210/2इ	00	08	13
	210/3	00	15	76
	209/1	00	06	89
	209/2	00	08	56
	211/1ए	00	09	62
	211/3	00	23	93
	सर्वे न. 224 में नाला	00	06	84
	222/1वी	00	29	43
	222/1ए	00	30	97
	221/2सी	00	05	33
	221/2वी9	00	22	94
	221/2वी8	00	22	05
	221/2वी7	00	03	03
	229	00	08	64
	230/1	00	36	83
	231	00	09	66
7) अदिकयमपटी	135/1	00	31	70
	134/1	00	00	68
	136/1	00	00	61
	134/2	00	43	50
	134/3सी	00	00	68
	134/3डी	00	20	61
	141/1	00	02	21
	141/2	00	21	90
	141/3	00	20	89
	142/3वी	00	16	22
	142/3ए	00	17	67
	143/1	00	29	46
	151/1	00	05	07
	151/2	00	04	13
	151/4	00	15	28
	सर्वे न. 147 में रास्ता	00	03	81
	146/1ए	00	07	22
	146/1वी	00	50	17
	146/1सी	00	12	61
	148/1सी	00	25	56
	367/1	00	17	47
	367/2ए	00	17	36

1	2	3	4	5
7) अविक्रयपटी (निरंतर)	367/2बी	00	08	46
	सर्वे न. 368 में रास्ता	00	02	96
	370/3डी	00	25	54
	370/3इ	00	02	55
	370/3सी	00	04	75
	369/1	00	04	51
	369/2	00	08	01
8) पलयपालयम	87/1	00	24	71
	सर्वे न. 87/2 में रास्ता	00	03	60
	87/6ए	00	06	59
	87/3	00	27	06
	87/6बी	00	12	38
	87/5	00	30	32
	90	01	06	24
	93/1बी	00	00	10
	93/1ए	00	15	17
	94/3ए	00	34	70
	94/4	00	08	94
	94/3बी	00	22	85
	96/4	00	34	11
	96/6	00	00	16
	सर्वे न. 108 में नाला	00	04	68
	106/6	00	34	59
	105	00	44	04
	सर्वे न. 144/1 में नाला	00	01	62
	सर्वे न. 124 में नाला	00	19	52
	144/2बी	00	31	43
	144/3बी	00	11	05
	150/4बी	00	10	95
	150/5ए	00	00	64
	150/5बी	00	04	44
	150/5सी	00	03	13
	150/6सी	00	21	79
	सर्वे न. 142 में रास्ता	00	04	75
	सर्वे न. 157 में रास्ता	00	74	20
	156/1बी	00	01	73
	156/2	00	12	60
	158/2	00	39	20
	158/1बी	00	03	40
	159/3	00	14	41
	159/1ए34	00	21	33
	159/2	00	00	10

1	2	3	4	5
8) पल्लवपालयम (निरंतर)	159/1ए3	00	09	33
	163/1ई	00	05	09
	163/2	00	00	62
	162/4	00	05	94
	162/5	00	00	72
	162/6	00	00	10
	162/7	00	14	42
	162/11ए	00	06	50
	162/8	00	07	35
	162/11बी	00	07	34
	161/1	00	04	49
	161/10	00	06	24
	161/11	00	09	87
	161/9ए	00	09	25
	160/2	00	00	10
	सर्वे न. 292/19 में रास्ता	00	04	66
	292/2	00	08	66
	292/3	00	00	10
	292/6	00	11	63
	292/7	00	12	31
	292/9ए	00	01	25
	292/9बी	00	03	04
	292/8	00	03	66
	292/9सी	00	16	33
	292/10	00	11	54
	292/11ए	00	03	38
	292/12	00	00	10
	292/11छ	00	04	12
	सर्वे न. 292/11डी में रास्ता	00	06	03
	288	00	32	41
	289	00	61	39
	311/1	00	23	73
	311/5	00	00	18
	311/6	00	15	90
	311/7	00	02	22
	सर्वे न. 312 डी में रास्ता	00	03	76
	319/1ए2	00	02	14
	319/1ए1	00	23	80
	319/4	00	22	84
	318/5	00	05	95
	318/3	00	07	29
	318/4	00	29	86

1	2	3	4	5
8) पालकालय (निरंतर)	318/2	00	00	92
	321	00	12	42
	338/2	00	12	80
	338/1	00	48	97
	337/8	00	00	26
	337/14	00	01	24
	339/2	00	01	39
	339/1ए	00	34	48
	340/11	00	25	88
	339/1बी	00	02	37
	343/3	00	01	49
	343/13	00	03	41
	343/12	00	04	13
	343/14	00	05	46
	343/11ए	00	08	57
	343/11बी	00	16	05
	343/8	00	00	10
	343/10	00	02	40
9) कुसुर	197	00	14	56
	सर्वे न. 198 में रास्ता	00	04	52
	202/7सी	00	00	22
	202/8बी	00	02	38
	202/8सी	00	05	08
	202/9बी	00	01	60
	202/9ए	00	02	51
	202/9सी	00	04	02
	201	00	00	68
	202/1सी	00	09	36
	203/1	00	10	47
	203/3	00	03	68
	203/4	00	03	30
	203/5सी	00	07	91
	203/7सी	00	00	10
	203/7बी	00	02	38
	203/7ए	00	05	00
	204/2ए	00	06	45
	204/2बी	00	06	30
	204/2सी	00	11	57
	204/1	00	12	69
	206/1ए	00	00	20
	206/1बी	00	00	83
	206/1सी	00	00	65

1	2	3	4	5
9) तुसुर (निरंतर)	206/2	00	18	95
	206/3	00	12	53
	215	00	39	81
	214/12	00	01	00
	214/13	00	04	11
	214/10	00	00	10
	213/1	00	00	21
	214/14सी	00	07	07
	214/14बी	00	00	70
	214/14ए	00	00	10
	214/6एफ	00	04	29
	214/6ड	00	03	91
	212	00	20	03
	224/5सी	00	00	30
	224/12	00	02	19
	224/13	00	08	32
	224/14	00	02	08
	224/22	00	02	86
	225/7	00	01	75
	225/6	00	04	45
	225/1	00	06	93
	225/2	00	04	03
	225/4	00	08	00
	225/5	00	08	74
	226/1	00	22	69
	227/1डी	00	00	10
	227/6ए	00	00	37
	227/6बी	00	01	30
	227/6सी	00	03	06
	227/7बी	00	02	33
	227/7सी	00	03	24
	226/4ए	00	01	14
	227/7डी	00	06	49
	226/5बी	00	00	54
	228/2ए	00	03	37
	228/2सी	00	03	43
	228/3ए	00	02	49
	228/4ए	00	02	89
	228/12बी	00	02	09
	228/12ए	00	01	67
	228/8	00	06	76
	228/7	00	00	47

1	2	3	4	5
9) तुषुर (निरंतर)	228/11	00	01	88
	228/9	00	02	56
	228/10	00	12	50
	229/1	00	07	41
	229/3	00	14	39
	230/4	00	14	04
	230/6	00	00	92
	230/5	00	09	15
	230/3	00	08	19
	230/2	00	08	57
	130	00	01	30
	129/6	00	01	11
	129/7	00	05	84
	232/1ए	00	04	43
	129/8ए	00	05	71
	232/1बी	00	01	08
	129/8सी	00	07	17
10) अरु	सर्वे न. 422 में रास्ता	00	04	74
	421	00	57	71
	419	00	49	34
	418/19	00	02	19
	418/18	00	00	20
	418/17	00	03	36
	418/16	00	07	23
	418/2	00	00	51
	418/15	00	04	10
	418/14	00	03	68
	418/12ए	00	00	72
	418/13	00	09	12
	418/6	00	00	10
	418/7	00	00	40
	418/8	00	00	52
	418/9	00	01	23
	418/10	00	09	00
	417	00	28	57
	441	00	00	62
	442	00	00	53
	सर्वे न. 452 में रास्ता	00	75	95
	471/1बी	00	01	94
	471/1ए	00	47	59
	469/1	00	12	12
	469/2	00	10	73

1	2	3	4	5
10) अरु (निरंतर)	469/3	00	10	35
	468/1	00	23	12
	466/2ए1	00	01	70
	466/1ए	00	18	30
	466/1बी	00	20	44
	465/2ए	00	17	26
	464/1बी	00	03	78
	464/1बी	00	21	53
	464/2बी	00	11	52
	65/1	00	08	84
	सर्वे न. 65/2 में रास्ता	00	01	88
	65/3बी	00	01	78
	63/2	00	31	27
	682	00	02	37
	62/4सी	00	00	64
	62/5	00	00	10
	62/4खी	00	11	17
	62/1	00	02	55
	62/4ए	00	05	76
	62/8	00	01	11
	61/1	00	00	98
	61/3बी	00	06	76
	61/11सी	00	01	58
	61/11बी	00	02	59
	61/11ए	00	00	70
	61/13ए	00	11	13
	61/10	00	00	30
	61/13डी	00	07	41
	61/13ई	00	02	66
	21/1बी1	00	12	24
	21/1बी2	00	18	32
	21/1बी3	00	27	69
	21/1ए2	00	03	67
	19/5	00	01	07
	सर्वे न. 20 में रास्ता	00	06	22
	17/6बी	00	00	19
	17/6ए	00	40	55
	17/5	00	00	10
	17/4	00	01	83
	17/3	00	04	30
	16/2क1	00	06	36
	16/2जे	00	08	11

1	2	3	4	5
10) अरु (निरंतर)	16/2जे	00	07	53
	16/2एच	00	00	37
	16/2जी	00	26	68
	13/6वी	00	03	07
	13/6ए	00	01	50
	13/4ए4	00	00	63
	16/2एफ	00	00	10
	16/2ड	00	01	10
	13/4ए3	00	00	32
	13/4ए2	00	00	87
	13/4वी	00	09	95
	13/6सी	00	00	62
	13/5	00	22	49
	14/1ए	00	03	31
	14/1वी	00	01	32
	14/2	00	00	10
	7/2ए	00	44	27
	7/1	00	00	10
	7/3	00	06	13
	7/2वी	00	08	95
	7/4ए	00	33	72
	7/4वी	00	13	44
	सर्वे न. 5 में रास्ता	00	05	46
	1/1	00	39	03
	1/2	00	38	73

तालुक : रासिपुरम	जिला : नमक्कल	राज्य : तमिलनाडु		
1) मंगलापुरम	482/5	00	06	20
	482/4	00	08	10
	482/3	00	20	38
	482/2	00	09	75
	482/1	00	18	00
	478/2वी	00	05	45
	478/2ए	00	00	26
	478/3	00	04	08
	478/1	00	31	05
	472/8	00	05	42
	472/2	00	10	70
	456/1ए	00	09	84
	456/1बी1	00	52	17
	456/1बी2	00	35	60
	455/1बी2	00	58	24
	455/2	00	04	78
	453/5	00	21	51

1	2	3	4	5
1) मंगलापुरम (निरंतर)	451/5	00	04	92
	451/6	00	22	45
	451/4	00	31	38
	सर्वे न. 450 में रास्ता	00	04	63
	448/1डी	00	40	19
	448/1सी	00	00	10
	448/2	00	00	10
	445/2वी	00	16	08
2) मुलापल्लिपटी	95/3	00	03	41
	127/1वी	00	13	30
	127/2ए	00	65	73
	127/2वी	00	01	74
	125/2ए1	00	05	34
	125/3	00	18	38
	125/2ए2	00	00	74
3) नामगिरिपेटय	252/2ए	00	02	31
	252/2वी	00	40	12
	305	00	02	46
	304	00	15	92
	250/4	00	37	25
	250/3	00	31	08
	303/2	00	01	38
	303/1	00	06	33
	298/2ए	00	05	06
	298/3ए	00	00	10
	249/3	00	35	92
	248/1ए1	00	19	06
	248/1ए2	00	29	30
	247/2	00	06	80
	248/1वी	00	16	85
	247/2ए8	00	01	69
	248/2	00	07	60
	247/2सी	00	14	88
	245/1सी	00	17	01
	245/2सी	00	12	02
	245/3वी	00	10	16
	256/1वी	00	40	99
	256/1ए	00	18	06
	256/2	00	01	54
	256/3	00	00	32
	255/2ए	00	00	10
	255/2डी	00	24	19
	255/2सी	00	23	19
	289/3	00	20	52
	सर्वे न. 289/4 में रास्ता	00	02	39
	289/7	00	00	48

1	2	3	4	5
3) नगरियेय (निरंतर)	289/6	00	10	98
	289/8	00	28	19
	289/10	00	02	64
	289/12ए	00	02	72
	276	00	12	98
	289/11	00	03	72
	275/6डी	00	03	40
	275/6सी	00	02	50
	275/6ए	00	17	81
	275/5	00	29	59
	सर्वे न. 279 में नदी	00	12	52
	275/4	00	00	10
	280	00	08	60
	273	00	54	58
	275/3बी	00	02	03
	275/3ए	00	07	37
	271	00	58	50
	सर्वे न. 267/1 में रास्ता	00	02	89
	267/2ड	00	18	72
	267/2डी	00	42	53
	267/2सी	00	13	65

[फा सं. एल.-140/4/91/2010-जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 13th December, 2010

S. O. 3066.—Whereas it appears to Government of India that it is necessary in public interest that for the transportation of Natural Gas from terminal point of Vijayawada – Nellore – Chennai pipeline near Tiruttani in Tamil Nadu to consumers in various parts of the country, Chennai - Tuticorin pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri S.Rajamanickam, Competent Authority, Relogistics Infrastructure Limited, No. 9D/6D Ramakrishnapuram, Opp.Pillayar Kovil, Karur – 639 001, Tamil Nadu State.

Schedule

Taluk:Attur		District:Salem		State:Tamil Nadu	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Malliyakarai	57/2	00	04	86	
	57/1	00	00	46	
	297	00	00	62	
	57/3	00	01	90	
	58	00	40	93	
	59/2	00	32	43	
	302/1	00	40	02	
	301/5	00	16	18	
	301/4	00	07	66	
	301/1	00	06	00	
	63/3	00	25	87	
	63/2	00	30	30	
	287/6	00	00	73	
	287/5	00	26	43	
	84	00	01	81	
	87	00	01	28	
	85	00	01	77	
	284/1	00	13	60	
	86	00	21	87	
	286	00	08	25	
	89	00	02	00	
	88	00	05	37	
	285	00	17	73	
	281	00	25	20	
	283/1	00	39	10	
	283/2	00	00	13	
	283/3	00	09	39	
	283/4	00	01	22	
	282/3	00	07	85	

Taluk:Namakkal		District:Namakkal		State:Tamil Nadu	
1) Kalkurichi	173/5	00	02	17	
	173/4	00	29	03	
	173/2	00	01	13	
	172/2	00	01	28	
	Nala in Survey No. 172/1	00	08	30	
	171/1	00	01	91	
	171/2	00	29	02	
	171/3	00	27	44	

1	2	3	4	5
1) Kalkurichi (Contd)	170/1C	00	25	69
2) Belukkurichi	Road in Survey No. 321	00	07	75
	323/2B	00	13	29
	323/2A	00	09	17
	Nala in Survey No. 324	00	06	37
	325/3	00	39	29
	337/3	00	31	50
	337/4	00	01	42
	337/7	00	02	06
	330	00	45	95
	351/2E	00	55	51
	351/2F	00	32	75
	352	00	02	22
	357	00	29	13
	363	00	08	02
	364	00	18	29
	365/3	00	36	30
	Nala in Survey No.373	00	07	49
	377/2D1	00	01	82
	377/2C	00	16	34
	377/2D2	00	26	89
	377/3A	00	03	26
	377/3B	00	07	44
	377/3C	00	09	33
	383/1C	00	46	67
	383/1B4B	00	10	31
	383/2	00	00	33
	383/3A	00	00	10
	384	00	98	32
	385/1A	00	35	09
	385/1B	00	22	99
	387/1	00	72	04
3) Uttiragadikaval	164	00	48	37
	163/2	00	00	77
	163/3B	00	00	17
	163/4	00	06	43
	163/5	00	23	05
	163/6B	00	04	49
	163/6A	00	32	38
	166/1A1	00	15	52
	166/1A2	00	34	21
	166/1A3	00	24	73

1	2	3	4	5
3) Uttiragadikaval (Contd)	167/3C	00	09	23
	166/2A	00	05	43
	170	00	00	53
	169/6B	00	61	60
	153/1	00	13	61
	153/2	00	13	52
	153/3	00	09	69
	153/5	00	03	64
	153/4	00	05	55
	153/6	00	11	76
	149/1	00	19	78
	149/2A	00	00	47
	149/2B	00	01	62
	149/2C	00	07	32
	Road in Survey No. 149/3	00	03	42
	149/4	00	14	82
	150	00	42	59
	135/3	00	00	24
	135/2	00	19	32
	135/4	00	19	96
	133/1A	00	01	41
	133/1B	00	01	38
	133/2	00	00	76
	133/2A1	00	06	92
	133/3	00	10	39
	133/4	00	06	01
	132/2B	00	17	42
	130/4	00	15	77
	130/3B	00	12	83
	130/6	00	30	64
	123/8	00	24	50
	129/5A	00	04	94
	126/1A1	00	01	42
	124/2	00	06	16
	124/3	00	06	33
	124/4	00	12	94
	124/11C	00	27	68
	126/1A2	00	20	79
	125/1	00	17	24
	125/2	00	15	23
	Road in Survey No. 105/4	00	03	29
	105/5A1B	00	30	00

1	2	3	4	5
3) Uttiragadikaval (Contd)	105/5B3	00	25	41
	104/1	00	02	03
	222	00	25	44
	104/5	00	02	41
	103/6	00	08	51
4) Tirumalaigiri	Road in Survey No. 2/1A	00	11	94
	2/1B1	00	12	49
	2/1B2	00	36	32
	2/2	00	27	84
	Road in Survey No. 3	00	11	40
	106/3	00	34	22
	106/4A	00	02	04
	105	00	41	47
	106/4B	00	06	99
	106/6	00	06	62
	110/5A	00	03	11
	110/6D	00	00	10
	110/7A	00	25	32
	110/7B	00	02	07
	119/4	00	16	91
	104	00	43	50
	96/2C	00	11	02
	96/2A	00	47	06
	95/2B	00	18	27
	95/4B	00	11	83
	97/4A1	00	05	18
	91	00	10	47
	90/1A	00	66	84
	92/1	00	32	44
	Nala in Survey No. 197	00	04	07
	193	00	60	14
	192	00	19	33
	178/1B	00	00	10
	174/1A	00	16	11
	174/1B	00	13	72
	174/3A	00	06	32
	174/4B1	00	34	24
	174/4B2	00	02	23
	Road in survey No. 280	00	07	83
	282	00	45	02
	288	00	20	90
	Road in Survey No. 287/1	00	10	91

1	2	3	4	5
4) Tirumalaigiri (Contd)	287/3	00	03	09
	287/4	00	07	76
	287/5	00	29	81
	290/2A	00	09	02
	290/3E	00	14	93
	290/4	00	25	67
	291	00	11	52
	300	00	15	92
	299/2A	00	33	77
	299/2C1	00	34	31
	308/3B	00	12	14
	308/3C	00	28	91
	308/6	00	03	23
	308/7	00	00	35
	309/2	00	09	51
	309/3	00	38	88
	310/1A	00	16	39
	310/1B	00	05	95
	310/2D1	00	35	36
	310/2D2	00	01	66
	310/2C	00	01	62
	311/4	00	02	84
	311/1	00	32	01
5) Periyakulam	163/1	00	01	82
	163/9	00	16	64
	163/2	00	19	66
	163/8	00	27	89
	Road in Survey No. 173	00	03	86
	176/1A1	00	04	14
	176/1A2	00	26	10
	176/4	00	01	82
	176/1B	00	01	93
	176/1D	00	47	36
	176/1C	00	01	46
	177/4	00	00	44
	178/2A	00	28	03
	178/2B	00	23	87
	178/2C	00	19	69
	178/8	00	02	49
	178/7	00	04	16
	178/6	00	06	87
	178/5A	00	21	77

1	2	3	4	5
5) Periyakulam (Contd)	Road in Survey No. 178/5B	00	03	87
6) Pallamparai	Road in Survey No.1	00	05	02
	2/1B	00	29	25
	2/5B	00	01	53
	2/5C	00	33	42
	2/4B	00	00	59
	3/1A	00	17	46
	3/1B	00	01	23
	3/1E	00	18	15
	3/2	00	13	98
	3/5	00	00	85
	4/6	00	02	59
	4/5	00	07	25
	4/8	00	10	80
	4/9	00	17	92
	4/10	00	02	88
	4/11	00	02	22
	Road in Survey No. 4/12	00	03	55
	27/2B	00	12	14
	27/4	00	11	72
	28/1	00	23	68
	28/2C	00	05	83
	28/2D	00	05	32
	28/5	00	12	44
	28/8A	00	00	38
	28/7A	00	00	39
	28/7B	00	05	12
	28/8B	00	12	12
	28/10	00	00	43
	28/11	00	03	46
	28/12	00	14	78
	39/1	00	10	15
	39/2	00	05	19
	26/5	00	00	19
	38	00	09	84
	40/1A	00	14	35
	40/1D	00	03	73
	40/1C	00	07	29
	40/1B	00	05	98
	40/2	00	03	98
	205/1	00	03	69
	206/5	00	17	34

1	2	3	4	5
6) Pallamparai (Contd)	206/6	00	19	06
	205/2	00	25	95
	210/1	00	05	89
	210/2E	00	00	42
	210/2D	00	08	13
	210/3	00	15	76
	209/1	00	06	89
	209/2	00	08	56
	211/1A	00	09	62
	211/3	00	23	93
	Nala in Survey No. 224	00	06	84
	222/1B	00	29	43
	222/1A	00	30	97
	221/2C	00	05	33
	221/2B9	00	22	94
	221/2B8	00	22	05
	221/2B7	00	03	03
	229	00	08	64
	230/1	00	36	83
	231	00	09	66
7) Akkiyampatti	135/1	00	31	70
	134/1	00	00	68
	136/1	00	00	61
	134/2	00	43	50
	134/3C	00	00	68
	134/3D	00	20	61
	141/1	00	02	21
	141/2	00	21	90
	141/3	00	20	89
	142/3B	00	16	22
	142/3A	00	17	67
	143/1	00	29	46
	151/1	00	05	07
	151/2	00	04	13
	151/4	00	15	28
	Road in Survey No. 147	00	03	81
	146/1A	00	07	22
	146/1B	00	50	17
	146/1C	00	12	61
	148/1C	00	25	56
	367/1	00	17	47
	367/2A	00	17	36

1	2	3	4	5
7) Akkiyampatti (Contd)	367/2B	00	08	46
	Road in Survey No. 368	00	02	96
	370/3D	00	25	54
	370/3E	00	02	55
	370/3C	00	04	75
	369/1	00	04	51
	369/2	00	08	01
8) Palaiyapalayam	87/1	00	24	71
	Road in Survey No. 87/2	00	03	60
	87/6A	00	06	59
	87/3	00	27	06
	87/6B	00	12	38
	87/5	00	30	32
	90	01	06	24
	93/1B	00	00	10
	93/1A	00	15	17
	94/3A	00	34	70
	94/4	00	08	94
	94/3B	00	22	85
	96/4	00	34	11
	96/6	00	00	16
	Nala in Survey No. 108	00	04	68
	106/6	00	34	59
	105	00	44	04
	Nala in Survey No. 144/1	00	01	62
	Nala in Survey No. 124	00	19	52
	144/2B	00	31	43
	144/3B	00	11	05
	150/4B	00	10	95
	150/5A	00	00	64
	150/5B	00	04	44
	150/5C	00	03	13
	150/6C	00	21	79
	Road in Survey No. 142	00	04	75
	Road in Survey No. 157	00	74	20
	156/1B	00	01	73
	156/2	00	12	60
	158/2	00	39	20
	158/1B	00	03	40
	159/3	00	14	41
	159/1A34	00	21	33
	159/2	00	00	10

1	2	3	4	5
8) Palaiyapalayam (Contd)	159/1A3	00	09	33
	163/1E	00	05	09
	163/2	00	00	62
	162/4	00	05	94
	162/5	00	00	72
	162/6	00	00	10
	162/7	00	14	42
	162/11A	00	06	50
	162/8	00	07	35
	162/11B	00	07	34
	161/1	00	04	49
	161/10	00	06	24
	161/11	00	09	87
	161/9A	00	09	25
	160/2	00	00	10
	Road in Survey No. 292/19	00	04	66
	292/2	00	08	66
	292/3	00	00	10
	292/6	00	11	63
	292/7	00	12	31
	292/9A	00	01	25
	292/9B	00	03	04
	292/8	00	03	66
	292/9C	00	16	33
	292/10	00	11	54
	292/11A	00	03	38
	292/12	00	00	10
	292/11C	00	04	12
	Road in Survey No. 292/11D	00	06	03
	288	00	32	41
	289	00	61	39
	311/1	00	23	73
	311/5	00	00	18
	311/6	00	15	90
	311/7	00	02	22
	Road in Survey No. 312	00	03	76
	319/1A2	00	02	14
	319/1A1	00	23	80
	319/4	00	22	84
	318/5	00	05	95
	318/3	00	07	29
	318/4	00	29	86

1	2	3	4	5
8) Palaiyapalayam (Contd)	318/2	00	00	92
	321	00	12	42
	338/2	00	12	80
	338/1	00	48	97
	337/8	00	00	26
	337/14	00	01	24
	339/2	00	01	39
	339/1A	00	34	48
	340/11	00	25	88
	339/1B	00	02	37
	343/3	00	01	49
	343/13	00	03	41
	343/12	00	04	13
	343/14	00	05	46
	343/11A	00	08	57
	343/11B	00	16	05
	343/8	00	00	10
	343/10	00	02	40
9) Thusur	197	00	14	56
	Road in Survey No. 198	00	04	52
	202/7C	00	00	22
	202/8B	00	02	38
	202/8C	00	05	08
	202/9B	00	01	60
	202/9A	00	02	51
	202/9C	00	04	02
	201	00	00	68
	202/1C	00	09	36
	203/1	00	10	47
	203/3	00	03	68
	203/4	00	03	30
	203/5C	00	07	91
	203/7C	00	00	10
	203/7B	00	02	38
	203/7A	00	05	00
	204/2A	00	06	45
	204/2B	00	06	30
	204/2C	00	11	57
	204/1	00	12	69
	206/1A	00	00	20
	206/1B	00	00	83
	206/1C	00	00	65

1	2	3	4	5
9) Thusur (Contd)	206/2	00	18	95
	206/3	00	12	53
	215	00	39	81
	214/12	00	01	00
	214/13	00	04	11
	214/10	00	00	10
	213/1	00	00	21
	214/14C	00	07	07
	214/14B	00	00	70
	214/14A	00	00	10
	214/6F	00	04	29
	214/6E	00	03	91
	212	00	20	03
	224/5C	00	00	30
	224/12	00	02	19
	224/13	00	08	32
	224/14	00	02	08
	224/22	00	02	86
	225/7	00	01	75
	225/6	00	04	45
	225/1	00	06	93
	225/2	00	04	03
	225/4	00	08	00
	225/5	00	08	74
	226/1	00	22	69
	227/1D	00	00	10
	227/6A	00	00	37
	227/6B	00	01	30
	227/6C	00	03	06
	227/7B	00	02	33
	227/7C	00	03	24
	226/4A	00	01	14
	227/7D	00	06	49
	226/5B	00	00	54
	228/2A	00	03	37
	228/2C	00	03	43
	228/3B	00	02	49
	228/4A	00	02	89
	228/12B	00	02	09
	228/12A	00	01	67
	228/8	00	06	76
	228/7	00	00	47

1	2	3	4	5
9) Thusur (Contd)	228/11	00	01	88
	228/9	00	02	56
	228/10	00	12	50
	229/1	00	07	41
	229/3	00	14	39
	230/4	00	14	04
	230/6	00	00	92
	230/5	00	09	15
	230/3	00	08	19
	230/2	00	08	57
	130	00	01	30
	129/6	00	01	11
	129/7	00	05	84
	232/1A	00	04	43
	129/8A	00	05	71
	232/1B	00	01	08
	129/8C	00	07	17
10) Arur	Road in Survey No. 422	00	04	74
	421	00	57	71
	419	00	49	34
	418/19	00	02	19
	418/18	00	00	20
	418/17	00	03	36
	418/16	00	07	23
	418/2	00	00	51
	418/15	00	04	10
	418/14	00	03	68
	418/12A	00	00	72
	418/13	00	09	12
	418/6	00	00	10
	418/7	00	00	40
	418/8	00	00	52
	418/9	00	01	23
	418/10	00	09	00
	417	00	28	57
	441	00	00	62
	442	00	00	53
	Road in Survey No. 452	00	75	95
	471/1B	00	01	94
	471/1A	00	47	59
	469/1	00	12	12
	469/2	00	10	73

1	2	3	4	5
10) Arur (Contd)	469/3	00	10	35
	468/1	00	23	12
	466/2A1	00	01	70
	466/1A	00	18	30
	466/1B	00	20	44
	465/2A	00	17	26
	464/1B	00	03	78
	464/1A	00	21	53
	464/2A	00	11	52
	65/1	00	08	84
	Road in Survey No. 65/2	00	01	88
	65/3B	00	01	78
	63/2	00	31	27
	682	00	02	37
	62/4C	00	00	64
	62/5	00	00	10
	62/4B	00	11	17
	62/1	00	02	55
	62/4A	00	05	76
	62/8	00	01	11
	61/1	00	00	98
	61/3B	00	06	76
	61/11C	00	01	58
	61/11B	00	02	59
	61/11A	00	00	70
	61/13A	00	11	13
	61/10	00	00	30
	61/13D	00	07	41
	61/13E	00	02	66
	21/1B1	00	12	24
	21/1B2	00	18	32
	21/1B3	00	27	69
	21/1A2	00	03	67
	19/5	00	01	07
	Road in Survey No. 20	00	06	22
	17/6B	00	00	19
	17/6A	00	40	55
	17/5	00	00	10
	17/4	00	01	83
	17/3	00	04	30
	16/2K1	00	06	36
	16/2J	00	08	11

1	2	3	4	5
10) Arur (Contd)	16/2I	00	07	53
	16/2H	00	00	37
	16/2G	00	26	68
	13/6B	00	03	07
	13/6A	00	01	50
	13/4A4	00	00	63
	16/2F	00	00	10
	16/2E	00	01	10
	13/4A3	00	00	32
	13/4A2	00	00	87
	13/4B	00	09	95
	13/6C	00	00	62
	13/5	00	22	49
	14/1A	00	03	31
	14/1B	00	01	32
	14/2	00	00	10
	7/2A	00	44	27
	7/1	00	00	10
	7/3	00	06	13
	7/2B	00	08	95
	7/4A	00	33	72
	7/4B	00	13	44
	Road in Survey No. 5	00	05	46
	1/1	00	39	03
	1/2	00	38	73

Taluk: Rasipuram	District: Namakkal	State: Tamil Nadu
1) Mangalapuram	482/5	00 06 20
	482/4	00 08 10
	482/3	00 20 38
	482/2	00 09 75
	482/1	00 18 00
	478/2B	00 05 45
	478/2A	00 00 26
	478/3	00 04 08
	478/1	00 31 05
	472/8	00 05 42
	472/2	00 10 70
	456/1A	00 09 84
	456/1B1	00 52 17
	456/1B2	00 35 60
	455/1B2	00 58 24
	455/2	00 04 78
	453/5	00 21 51

1	2	3	4	5
1) Mangalapuram (Contd)	451/5	00	04	92
	451/6	00	22	45
	451/4	00	31	38
	Road in Survey No. 450	00	04	63
	448/1D	00	40	19
	448/1C	00	00	10
	448/2	00	00	10
	445/2B	00	16	08
2) Mulaipailipatti	95/3	00	03	41
	127/1B	00	13	30
	127/2A	00	65	73
	127/2B	00	01	74
	125/2A1	00	05	34
	125/3	00	18	38
	125/2A2	00	00	74
3) Namagiripettai	252/2A	00	02	31
	252/2B	00	40	12
	305	00	02	46
	304	00	15	92
	250/4	00	37	25
	250/3	00	31	08
	303/2	00	01	38
	303/1	00	06	33
	298/2A	00	05	06
	298/3A	00	00	10
	249/3	00	35	92
	248/1A1	00	19	06
	248/1A2	00	29	30
	247/2	00	06	80
	248/1B	00	16	85
	247/2A8	00	01	69
	248/2	00	07	60
	247/2C	00	14	88
	245/1C	00	17	01
	245/2C	00	12	02
	245/3B	00	10	16
	256/1B	00	40	99
	256/1A	00	18	06
	256/2	00	01	54
	256/3	00	00	32
	255/2A	00	00	10
	255/2D	00	24	19

1	2	3	4	5
3) Namagiripettai (Contd)	255/2C	00	23	19
	289/3	00	20	52
	Road in Survey No. 289/4	00	02	39
	289/7	00	00	48
	289/6	00	10	98
	289/8	00	28	19
	289/10	00	02	64
	289/12A	00	02	72
	276	00	12	98
	289/11	00	03	72
	275/6D	00	03	40
	275/6C	00	02	50
	275/6A	00	17	81
	275/5	00	29	59
	River in Survey No. 279	00	12	52
	275/4	00	00	10
	280	00	08	60
	273	00	54	58
	275/3B	00	02	03
	275/3A	00	07	37
	271	00	58	50
	Road in Survey No. 267/1	00	02	89
	267/2E	00	18	72
	267/2D	00	42	53
	267/2C	00	13	65

[F. No. L-14014/91/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 13 दिसम्बर, 2010

का. आ. 3067.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु में तिरुतनी के पास विजयवाडा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-ट्यूटीकोरिन पाइपलाइन विछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन विछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन विछाई जाने का प्रस्ताव है और जो इस अधिसूचना में उपावल्लु अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन विछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस. राजामनिक्कम, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न.9डी/6डी, रामकृष्णपुरम, पील्लैयार कोवील के सामने, कार्र - 539001, तमिलनाडु राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक : वेदासन्दुर		जिला : डिंडिगल	राज्य : तमिलनाडु		
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि एयर	
1	2	3	4	5	
1) मात्वारपट्टि	79	00	08	86	
	302/1	00	20	21	
	80/1	00	02	54	
	80/2	00	00	26	
	80/3	00	26	74	
	302/2ए	00	00	11	
	302/2बी	00	05	41	
	301/1	00	21	99	
	301/2	00	22	09	
	261/2	00	08	02	
	261/3	00	31	91	
	83/1सी1	00	02	52	
	260/4	00	24	27	
	260/5	00	01	01	
	260/6	00	00	79	
	सर्वे न. 258/2 में रास्ता	00	12	15	
	250/2	00	07	16	
	250/1	00	08	41	
	250/3	00	14	10	
	249	00	17	32	
	248/2	00	01	16	
	248/1	00	16	12	
	242/1बी	00	25	64	
	242/1ए	00	04	85	
	227/1	00	13	91	
	227/3ए	00	12	37	
	228/1ए	00	12	50	
	228/1बी	00	16	41	
	231/2ए2	00	00	48	
	231/2बी	00	00	93	
	229/1ए2	00	01	31	
	229/1ए1	00	34	74	
	229/1ए4	00	00	74	
	229/2बी	00	18	76	
	220/1ए1	00	14	21	
	220/1ए3	00	02	77	
	219/1बी	00	13	56	

1	2	3	4	5
1) कलकण्डि (निरंतर)	219/2	00	01	28
	219/3ए1	00	25	01
	219/3ए4	00	21	50
	215/1ए	00	09	41
	215/1बी	00	05	40
	214/2	00	00	12
	215/1सी	00	04	43
	214/3बी	00	17	84
	214/5	00	04	64
	214/4	00	19	64
	185/2ए	00	19	83
	210/1जी	00	07	30
	210/1सी	00	00	82
	185/2जी	00	09	87
	185/2एम	00	02	57
	185/2एन	00	01	10
	185/2पी	00	00	10
	185/1बी	00	14	87
	185/1ए	00	02	48
	190/4ए	00	18	64
	190/4बी	00	12	65
	190/3	00	00	90
	190/1बी	00	07	19
	सर्वे न. 536 में नदी	00	13	26

तालुक शनिलकोट्टय	जिला शंडिडिगल	राज्य तमिलनाडु	
1) इट्टिलोडु	364/2ए	00	00 66
	364/1	00	05 65
	364/2सी	00	02 99
	364/2डी	00	03 31
	364/2ई	00	04 41
	364/2जी	00	11 09
	364/3	00	00 49
	364/2एफ	00	06 17
	365/1डी	00	01 05
	365/1सी	00	16 94
	365/1ए	00	00 59
	365/1बी	00	00 48
	365/2डी	00	03 12
	365/3ए	00	03 80
	365/2एफ	00	04 49
	365/2ई	00	05 99
	365/2सी	00	03 04
	सर्वे न. 370 में नाला	00	04 70

1	2	3	4	5
1) इंदौर (निरंतर)	369/1एच	00	00	42
	369/1डी	00	02	79
	369/1जी	00	17	10
	369/1ई	00	00	14
	369/1एफ	00	15	08
	369/2	00	07	85
	377/3	00	04	85
	377/4	00	05	29
	377/6ए	00	04	40
	377/5बी	00	03	07
	377/6सी	00	00	40
	371/3ए	00	15	01
	371/3बी	00	03	42
	371/5	00	01	11
	376	00	30	11
	384/1एफ	00	05	14
	384/1जी	00	04	80
	384/1एच	00	04	65
	384/1आइ	00	01	75
	384/1जे	00	01	73
	384/3ए	00	04	69
	384/3बी	00	09	65
	384/7	00	06	41
	384/10	00	06	10
	399/1सी	00	16	71
	399/1ड	00	00	10
	399/3ए	00	06	11
	399/3बी	00	03	33
	399/4बी1	00	03	49
	399/4बी2	00	03	97
	399/5	00	02	24
	400/1	00	03	23
	400/2	00	00	47
	400/10	00	04	34
	400/11	00	04	67
	400/12	00	01	30
	400/13	00	01	52
	401/8	00	05	95
	400/14	00	03	05
	400/15	00	02	44
	400/16	00	00	17
	401/9	00	08	49

1	2	3	4	5
1) इट्टिलोडु (निरंतर)	401/10	00	08	13
	401/11	00	03	37
	401/12	00	03	30
	401/13	00	11	62
	401/14	00	04	27
	401/17	00	05	17
	409/1बी	00	05	26
	सर्वे न. 404 में नाला	00	00	58
	सर्वे न. 407 में नाला	00	12	55

तालुक शसालुर	जिला शिवरूधनगर	राज्य शतमिलनाडु		
1) नल्लमानायक्कनपट्टि	88/3	00	56	45
	89	00	43	57
	सर्वे न. 94/6 में नाला	00	05	08
	94/7	00	00	16
	94/8	00	42	49
	93	00	02	93
	129/5बी	00	08	37
	129/10	00	09	63
	130/1	00	49	61
	130/2	00	14	24
	130/4	00	29	03
	139/3	00	10	32
	139/6	00	19	19
	139/5	00	09	19
	142/4	00	05	20
	138/1	00	38	25
	सर्वे न. 138/3 में नाला	00	06	09
	145/2ए	00	13	04
	145/2बी	00	09	43
	145/2सी	00	25	38
	144/4	00	06	81

2) कुन्डलक्कुटु	213/1ए	00	23	23
	213/3ए	00	22	99
	213/5बी	00	09	56
	214/1ए	00	02	91
	214/2ए	00	01	46
	214/3	00	35	97
	सर्वे न. 214/4 में नाला	00	03	37
	215/1	00	18	39
	215/3	00	24	46
	216/4ए	00	20	56
	216/5ए	00	00	39
	216/4बी	00	27	86

1	2	3	4	5
2) कुडसाक्कुट्टु (निरंतर)	216/5बी	00	08	45
	सर्वे न. 216/6 में नाला	00	02	94
	245/2	00	21	46
	246/2बी	00	26	00
	244/3	00	07	92
	243/1	00	05	12
	243/2	00	25	75
	सर्वे न. 260/1 में नाला	00	03	29
	सर्वे न. 265/1 में नाला	00	00	43
	260/2	00	19	06
	265/2	00	70	38
	261/3बी	00	38	94
	261/3सी	00	00	10
	सर्वे न. 261/4 में नाला	00	04	43
	262/2ए	00	25	40
	262/2बी	00	06	26
	263/1ए	00	13	33
	सर्वे न. 262/3 में नाला	00	00	10
	सर्वे न. 263/6 में नाला	00	03	89
	274/4	00	08	44
	274/5बी	00	07	75
	273/1	00	40	35
	सर्वे न. 273/3 में नाला	00	03	07
	275/2	00	11	71
	275/3	00	66	89
	298/1ए	00	45	81
	298/2	00	33	57
	300/1	00	28	35
	300/2	00	09	15
	300/3	00	18	46
3) शिरकुलम	134	00	05	83
	133/1बी	00	11	28
	133/1ए	00	04	15
	133/2	00	04	08
	132	00	27	49
	75	00	10	48
	131	00	12	88
	76	00	09	51
	77/1	00	19	42
	78/1	00	17	16
	78/2	00	16	70
	78/3	00	01	89

1	2	3	4	5
3) शिरकुलन (निरंतर)	78/4	00	12	23
	78/5ए	00	03	64
	80	00	11	13
	81	00	11	54
	82/1ए	00	06	81
	82/1बी	00	04	56
	82/2	00	11	48
	83	00	15	20
	84	00	09	59
	64	00	03	68
	63/1	00	10	38
	63/2	00	18	00
	87	00	35	67
	88/2	00	20	36
	243	00	29	34
	245/1	00	11	46
	242/1	00	01	20
	242/2	00	01	52
	246/1	00	12	76
	247	00	26	26
	255	00	21	33
	254/2	00	16	77
	254/1	00	00	81
	253	00	16	79
	257	00	14	00
4) मेदुपट्टि	168/2	00	15	32
	168/3ए	00	30	01
	170	00	21	80
	171	00	14	51
	172/1	00	21	16
	172/2	00	02	91
	172/3	00	00	63
	207/1ए2	00	27	57
	207/1बी	00	27	53
	207/2	00	37	72
	246/1ए	00	35	60
	247	00	09	75
	246/1बी	00	16	19
	245	00	23	67
	242/1बी	00	12	02
	242/2	00	11	70
	241	00	10	48

1	2	3	4	5
4) वेदुपट्टि (निरंतर)	240/2	00	19	83
	238	00	37	96
	478/1	00	08	83
	237/2	00	04	44
	480/31ए	00	01	40
	सर्वे न. 478/2 में रास्ता	00	00	87
	480/3सी1	00	03	87
	480/3सी2	00	09	82
	480/3ए2	00	15	28
	480/3वी	00	01	44
	480/2वी	00	03	14
	481/2	00	01	18
	481/1	00	24	12
	482	00	17	52
	सर्वे न. 504 में नाला	00	04	85
	505	00	15	42
बेल्महाडाग	592	00	00	10
	599/1	00	07	41
	599/2	00	18	01
	सर्वे न. 622 में नाला	00	05	90
	623/2	00	00	62
	623/3	00	15	11
	623/4	00	04	32
	623/1	00	14	40
	642/1	00	04	66
	642/2	00	05	68
	642/3	00	03	45
	640	00	01	46
	641	00	01	09
	643/1ए	00	00	91
	643/1वी	00	05	52
	643/2	00	05	66
	646	00	04	67
	647	00	17	58
	654/2	00	00	10
	654/1	00	11	35
	653	00	05	31
	658	00	11	44
	659	00	09	03
	661	00	14	46
	860	00	14	89
	664/1	00	00	99

1	2	3	4	5
5) मेल्माडाय (निरंतर)	664/2ए	00	10	54
	664/2बी	00	08	86
	666	00	15	64
	665	00	03	84
	667/1ए	00	07	98
	667/1बी	00	06	83
	667/1सी	00	00	74
	667/2ए	00	10	31
	667/2बी	00	02	50
	669/1ए	00	04	81
	669/1बी1	00	00	78
	670	00	07	40
	677	00	15	19
	772	00	05	35
	771	00	00	18
	673/1	00	04	66
	770	00	11	06
	681/1	00	01	20
	766	00	26	13
	681/2	00	00	81
	765/1	00	04	20
	764/1बी	00	00	10
	764	00	12	52
	763	00	06	84
	762/3ए	00	05	96
	762/2	00	11	97
	761/1	00	17	12
	760/1	00	07	55
	725	00	12	49
	724	00	12	61
	720/1	00	05	48
	719	00	20	58
	721/1	00	00	83
	709/1	00	08	64
	709/2	00	13	73
	709/3	00	11	42
	716	00	01	91
	710/1	00	01	51
	710/2	00	07	84
	711	00	01	20
	712	00	25	71
6) नेन्मेनि	1075	00	24	40

1	2	3	4	5
6) नेम्नेनि (निरंतर)	सर्वे न. 1076 में नाला	00	06	64
	1080/1ए	00	00	20
	1080/1बी	00	29	51
	1080/2ए	00	02	79
	1080/2बी	00	10	94
	1081/बी	00	00	10
	सर्वे न. 1384 में रास्ता	00	00	24
	सर्वे न. 1383 में रास्ता	00	06	68
	1081/ए	00	12	53
	1084/1	00	22	32
	1084/2सी	00	03	92
	1084/2बी	00	20	07
	1088/1	00	00	10
	1087/2बी1	00	27	93
	1087/2बी2	00	16	20
	1087/1	00	07	92
	1093/2बी	00	27	62
	1095	01	58	17
	883	00	62	60
	881	00	22	83
	884	00	32	57
	877	00	02	69
	876	00	10	75
	885	00	03	96
	875	00	33	08
	874	00	39	32
	873	00	17	63
	886/1ए1	00	67	79
	886/1बी	00	14	11
	887/1	00	03	60
	1	00	15	33
	2	00	27	68
	3	00	09	43
	4/2	00	01	14
	4/3	00	02	80
7) मुडित्तलैनागलपुरम	798/3	00	00	10
	798/1	00	01	02
	799	00	00	71
	797/1ए	00	16	75
	797/3	00	08	89
	797/2ए	00	17	89
	797/1बी	00	01	47

1	2	3	4	5
7) मुडितलैनागलपुरम (निरंतर)	797/2बी	00	22	31
	796	00	35	35
	779/2	00	00	99
	779/3	00	19	59
	795	00	01	38
	782/1	00	40	89
	782/2	00	01	38
	783/1	00	18	03
	783/3	00	16	58
	784/1ए	00	38	34
	785/1ए	00	10	01
	785/1बी	00	10	39
	786/1	00	08	92
	786/2	00	08	89
	787/1	00	15	60
	787/2	00	16	24
	787/3ए	00	08	42
	787/3बी	00	08	64
	701/2	00	41	95
	704	00	39	81
	651	00	24	46
	650/1	00	19	25
	650/2	00	25	81
	650/3	00	26	87
	650/4	00	32	45
	662/3	00	18	59
	663	00	10	92
	666/1	00	26	66
	सर्वे न. 666/3 में नाला	00	13	09
	666/2	00	17	51
	666/4	00	02	68
	667	00	18	61
	668	00	13	92
	669	00	03	41
8) अध्यसपट्टि	144/3ए	00	16	04
	144/3बी	00	02	95
	144/3सी	00	07	32
	145/1बी	00	00	64
	145/1ए	00	09	06
	145/2	00	12	58
	145/3	00	14	85
	145/4	00	11	06

1	2	3	4	5
8) अध्यक्षपट्टि (निरंतर)	145/5ए	00	09	64
	145/5बी	00	07	07
	119/9	00	07	54
	119/8	00	14	70
	119/5बी	00	26	31
	119/6	00	08	56
	118/3	00	08	58
	118/2	00	10	69
	118/4	00	00	40
	148/1	00	03	54
	118/5	00	00	10
	148/2	00	12	59
	148/11	00	04	72
	148/10	00	03	12
	148/4	00	34	17
	सर्वे न. 148/5 में रास्ता	00	02	34
	148/6	00	24	52
	148/7	00	07	08
	148/8	00	07	35
	113/1	00	24	77
	149/1	00	11	61
	113/2	00	01	00
	149/3	00	30	01
	149/2	00	51	43
	150	00	46	32

तालुक : एट्टायपुरम	जिला : विरूधनगर	राज्य : तमिलनाडु		
1) नावलककमपट्टि	262/4	00	09	29
	262/3	00	01	44
	262/5	00	21	14
	255/2	00	00	97
	254/1	00	24	89
	254/2	00	22	49
	254/3	00	00	49
	254/5	00	08	99
	254/4	00	33	84
	254/6	00	00	89
	265/1	00	14	94
	265/2	00	26	19
	265/3	00	29	11
	265/4	00	32	25
	238/3	00	04	42
	238/4	00	05	54
	238/2	00	16	03

1	2	3	4	5
1) नाक्सकनपट्टि (निरंतर)	237/1	00	17	73
	237/2	00	16	97
	237/3बी	00	01	64
	236/1	00	09	40
	236/5	00	00	32
	236/6ए	00	15	00
	235/4	00	03	84
	235/2	00	01	60
	235/3	00	16	18
	235/7	00	30	43
	231/1	00	26	90
	230/7	00	19	10
	230/8बी	00	16	32
	229/2	00	14	39
	228/2	00	12	72
	228/7	00	02	66
	228/5	00	33	82
	227	00	36	90
	226/3बी	00	19	86
	226/4बी3	00	11	27
	226/4बी2	00	08	18
	सर्वे न. 224/2 में रास्ता	00	06	83
	223/1बी2	00	08	99
	223/1बी1	00	07	76
	223/1बी	00	01	24
	223/1बी3बी	00	07	04
	223/1बी3ए	00	05	64
	223/1बी3सी	00	02	06
	223/1बी3ई	00	01	34
	223/1बी3डी	00	01	27
	221	00	66	97
	220	00	57	59
	219	00	20	12
	217	00	55	66
	214/2सी	00	07	16
	214/5	00	03	68
	216	00	26	88

तालुक : थूथुकुडि	जिला : वीरूधनगर	राज्य : तमिलनाडु		
1) वडक्कु सिलुक्कनपट्टि	50/2	00	26	78
	सर्वे न. 71 में रेल्वे	00	08	30
	सर्वे न. 72 में रेल्वे	00	00	10
	68/1	00	14	81
	68/2	00	10	84

1	2	3	4	5
1) बडकु सिनुबकनपहि (निरंतर)	68/3	00	21	13
	68/4	00	09	91
	70	00	21	67
	69	00	02	80
	62	00	44	04
	61/2	00	28	11
	60/1बी	00	14	95
	63	00	00	10
	60/1सी	00	14	64
	60/2	00	28	12
	58	00	64	86
	57/1बी	00	00	10
	140	00	06	40
	144	00	03	55
	141	00	02	23
	143/1	00	36	86
	143/8	00	22	95
	143/7	00	15	29
	143/13	00	24	97
	143/14	00	18	96
	143/12	00	08	69
	143/16	00	39	13
	147/2	00	00	62
2) भरवन्मटम	77/2	00	02	28
	77/3बी	00	01	02
	77/4	00	13	59
	77/5	00	13	31
	78/1	00	09	96
	79/1	00	00	37
	79/4	00	20	27
	77/7	00	02	27
	79/2सी1	00	07	68
	76/2सी	00	06	69
	79/2सी2	00	12	06
	79/3	00	29	01
	80/6बी	00	00	53
	80/7	00	22	43
	99	00	00	10
	98/1	00	18	32
	98/2	00	21	18
	98/3	00	20	13
	97/2	00	16	37

1	2	3	4	5
2) परवन्धन (निरंतर)	96/1	00	32	79
	96/2	00	03	71
	93/1	00	03	30
	93/2	00	39	52
	93/3	00	24	38
	92/3ए	00	06	14
	92/4	00	05	09
	92/5	00	37	74
	113	00	02	06
	112	00	08	70
	सर्वे न. 119 में रास्ता	00	07	48
	123/1ए	00	05	36
	123	00	94	45
	125	00	56	13
	124	00	11	29
	145	02	05	75

[फा सं. एल. - 14014/97/2010 जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 13th December, 2010

S. O. 3067.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from terminal point of Vijayawada - Nellore - Chennai pipeline near Tiruttani in Tamil Nadu to consumers in various parts of the country, Chennai - Tuticorin pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri S.Rajamanickam, Competent Authority, Relogistics Infrastructure Limited, No. 9D/6D Ramakrishnapuram, Opp.Pillayar Kovil, Karur - 639 001, Tamil Nadu State.

Schedule

Taluk:Vedasandur		District:Dindigul		State:Tamil Nadu	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Malvarpatti	79	00	08	86	
	302/1	00	20	21	
	80/1	00	02	54	
	80/2	00	00	26	
	80/3	00	26	74	
	302/2A	00	00	11	
	302/2B	00	05	41	
	301/1	00	21	99	
	301/2	00	22	09	
	261/2	00	08	02	
	261/3	00	31	91	
	83/1C1	00	02	52	
	260/4	00	24	27	
	260/5	00	01	01	
	260/6	00	00	79	
	Road in Survey No. 258/2	00	12	15	
	250/2	00	07	16	
	250/1	00	08	41	
	250/3	00	14	10	
	249	00	17	32	
	248/2	00	01	16	
	248/1	00	16	12	
	242/1B	00	25	64	
	242/1A	00	04	85	
	227/1	00	13	91	
	227/3A	00	12	37	
	228/1A	00	12	50	
	228/1B	00	16	41	
	231/2A2	00	00	48	
	231/2B	00	00	93	
	229/1A2	00	01	31	
	229/1A1	00	34	74	
	229/1A4	00	00	74	
	229/2B	00	18	76	
	220/1A1	00	14	21	
	220/1A3	00	02	77	
	219/1B	00	13	56	

1	2	3	4	5
1) Malvarpatti (Contd)	219/2	00	01	28
	219/3A1	00	25	01
	219/3A4	00	21	50
	215/1A	00	09	41
	215/1B	00	05	40
	214/2	00	00	12
	215/1C	00	04	43
	214/3B	00	17	84
	214/5	00	04	64
	214/4	00	19	64
	185/2A	00	19	83
	210/1G	00	07	30
	210/1C	00	00	82
	185/2G	00	09	87
	185/2M	00	02	57
	185/2N	00	01	10
	185/2P	00	00	10
	185/1B	00	14	87
	185/1A	00	02	48
	190/4A	00	18	64
	190/4B	00	12	65
	190/3	00	00	90
	190/1B	00	07	19
	River Survey No. 536	00	13	26

Taluk: Nilakottal	District: Dindigul	State: Tamil Nadu		
1) Ettilodu	364/2A	00	00	66
	364/1	00	05	65
	364/2C	00	02	99
	364/2D	00	03	31
	364/2E	00	04	41
	364/2G	00	11	09
	364/3	00	00	49
	364/2F	00	06	17
	365/1D	00	01	05
	365/1C	00	16	94
	365/1A	00	00	59
	365/1B	00	00	48
	365/2D	00	03	12
	365/3A	00	03	80
	365/2F	00	04	49
	365/2E	00	05	99
	365/2C	00	03	04
	Nala in Survey No. 370	00	04	70

1	2	3	4	5
1) Ettilodu (Contd)	369/1H	00	00	42
	369/1D	00	02	79
	369/1G	00	17	10
	369/1E	00	00	14
	369/1F	00	15	08
	369/2	00	07	85
	377/3	00	04	85
	377/4	00	05	29
	377/6A	00	04	40
	377/5B	00	03	07
	377/6C	00	00	40
	371/3A	00	15	01
	371/3B	00	03	42
	371/5	00	01	11
	376	00	30	11
	384/1F	00	05	14
	384/1G	00	04	80
	384/1H	00	04	65
	384/1I	00	01	75
	384/1J	00	01	73
	384/3A	00	04	69
	384/3B	00	09	65
	384/7	00	06	41
	384/10	00	06	10
	399/1C	00	16	71
	399/1D	00	00	10
	399/3A	00	06	11
	399/3B	00	03	33
	399/4B1	00	03	49
	399/4B2	00	03	97
	399/5	00	02	24
	400/1	00	03	23
	400/2	00	00	47
	400/10	00	04	34
	400/11	00	04	67
	400/12	00	01	30
	400/13	00	01	52
	401/8	00	05	95
	400/14	00	03	05
	400/15	00	02	44
	400/16	00	00	17
	401/9	00	08	49

1	2	3	4	5
1) Ettimodu (Contd)	401/10	00	08	13
	401/11	00	03	37
	401/12	00	03	30
	401/13	00	11	62
	401/14	00	04	27
	401/17	00	05	17
	409/1B	00	05	26
	Nala in Survey No. 404	00	00	58
	Nala in Survey No. 407	00	12	55

Taluk:Sattur	District:Virudhunagar	State:Tamil Nadu		
1) Nallamanayakkanpatti	88/3	00	56	45
	89	00	43	57
	Nala in Survey No. 94/6	00	05	08
	94/7	00	00	16
	94/8	00	42	49
	93	00	02	93
	129/5B	00	08	37
	129/10	00	09	63
	130/1	00	49	61
	130/2	00	14	24
	130/4	00	29	03
	139/3	00	10	32
	139/6	00	19	19
	139/5	00	09	19
	142/4	00	05	20
	138/1	00	38	25
	Nala in Survey No. 138/3	00	06	09
	145/2A	00	13	04
	145/2B	00	09	43
	145/2C	00	25	38
	144/4	00	06	81
2) Kundalakkuttu	213/1A	00	23	23
	213/3A	00	22	99
	213/5B	00	09	56
	214/1A	00	02	91
	214/2A	00	01	46
	214/3	00	35	97
	Nala in Survey No. 214/4	00	03	37
	215/1	00	18	39
	215/3	00	24	46
	216/4A	00	20	56
	216/5A	00	00	39
	216/4B	00	27	86

1	2	3	4	5
2) Kundalakkuttu (Contd)	216/5B	00	08	45
	Nala in Survey No. 216/6	00	02	94
	245/2	00	21	46
	246/2B	00	26	00
	244/3	00	07	92
	243/1	00	05	12
	243/2	00	25	75
	Nala in Survey No. 260/1	00	03	29
	Nala in Survey No. 265/1	00	00	43
	260/2	00	19	06
	265/2	00	70	38
	261/3B	00	38	94
	261/3C	00	00	10
	Nala in Survey No. 261/4	00	04	43
	262/2A	00	25	40
	262/2B	00	06	26
	263/1A	00	13	33
	Nala in Survey No. 262/3	00	00	10
	Nala in Survey No. 263/6	00	03	89
	274/4	00	08	44
	274/5B	00	07	75
	273/1	00	40	35
	Nala in Survey No. 273/3	00	03	07
	275/2	00	11	71
	275/3	00	66	89
	298/1A	00	45	81
	298/2	00	33	57
	300/1	00	28	35
	300/2	00	09	15
	300/3	00	18	46
3) Sirkulam	134	00	05	83
	133/1B	00	11	28
	133/1A	00	04	15
	133/2	00	04	08
	132	00	27	49
	75	00	10	48
	131	00	12	88
	76	00	09	51
	77/1	00	19	42
	78/1	00	17	16
	78/2	00	16	70
	78/3	00	01	89

1	2	3	4	5
3) Sirkulam (Contd)	78/4	00	12	23
	78/5A	00	03	64
	80	00	11	13
	81	00	11	54
	82/1A	00	06	81
	82/1B	00	04	56
	82/2	00	11	48
	83	00	15	20
	84	00	09	59
	64	00	03	68
	63/1	00	10	38
	63/2	00	18	00
	87	00	35	67
	88/2	00	20	36
	243	00	29	34
	245/1	00	11	46
	242/1	00	01	20
	242/2	00	01	52
	246/1	00	12	76
	247	00	26	26
	255	00	21	33
	254/2	00	16	77
	254/1	00	00	81
	253	00	16	79
	257	00	14	00
4) Mettupatti	168/2	00	15	32
	168/3A	00	30	01
	170	00	21	80
	171	00	14	51
	172/1	00	21	16
	172/2	00	02	91
	172/3	00	00	63
	207/1A2	00	27	57
	207/1B	00	27	53
	207/2	00	37	72
	246/1A	00	35	60
	247	00	09	75
	246/1B	00	16	19
	245	00	23	67
	242/1	00	12	02
	242/2	00	11	70
	241	00	10	48

1	2	3	4	5
4) Mettupatti (Contd)	240/2	00	19	83
	238	00	37	96
	478/1	00	08	83
	237/2	00	04	44
	480/31A	00	01	40
	Road in survey No. 478/2	00	00	87
	480/3C1	00	03	87
	480/3C2	00	09	82
	480/3A2	00	15	28
	480/3B	00	01	44
	480/2B	00	03	14
	481/2	00	01	18
	481/1	00	24	12
	482	00	17	52
	Nala in Survey No. 504	00	04	85
	505	00	15	42
5) Melmadai	592	00	00	10
	599/1	00	07	41
	599/2	00	18	01
	Nala in Survey No. 622	00	05	90
	623/2	00	00	62
	623/3	00	15	11
	623/4	00	04	32
	623/1	00	14	40
	642/1	00	04	66
	642/2	00	05	68
	642/3	00	03	45
	640	00	01	46
	641	00	01	09
	643/1A	00	00	91
	643/1B	00	05	52
	643/2	00	05	66
	646	00	04	67
	647	00	17	58
	654/2	00	00	10
	654/1	00	11	35
	653	00	05	31
	658	00	11	44
	659	00	09	03
	661	00	14	46
	860	00	14	89
	664/1	00	00	99

1	2	3	4	5
5) Melmadai (Contd)	664/2A	00	10	54
	664/2B	00	08	86
	666	00	15	64
	665	00	03	84
	667/1A	00	07	98
	667/1B	00	06	83
	667/1C	00	00	74
	667/2A	00	10	31
	667/2B	00	02	50
	669/1A	00	04	81
	669/1B1	00	00	78
	670	00	07	40
	677	00	15	19
	772	00	05	35
	771	00	00	18
	678/1	00	04	66
	770	00	11	06
	681/1	00	01	20
	766	00	26	13
	681/2	00	00	81
	765/1	00	04	20
	764/1B	00	00	10
	764	00	12	52
	763	00	06	84
	762/3A	00	05	96
	762/2	00	11	97
	761/1	00	17	12
	760/1	00	07	55
	725	00	12	49
	724	00	12	61
	720/1	00	05	48
	719	00	20	58
	721/1	00	00	83
	709/1	00	08	64
	709/2	00	13	73
	709/3	00	11	42
	716	00	01	91
	710/1	00	01	51
	710/2	00	07	84
	711	00	01	20
	712	00	25	71
6) Nenmeni	1075	00	24	40

1	2	3	4	5
6) Nenmeni (Contd)	Nala in Survey No. 1076	00	06	64
	1080/1A	00	00	20
	1080/1B	00	29	51
	1080/2A	00	02	79
	1080/2B	00	10	94
	1081/B	00	00	10
	Road in Survey No. 1384	00	00	24
	Road in Survey No. 1383	00	06	68
	1081/A	00	12	53
	1084/1	00	22	32
	1084/2C	00	03	92
	1084/2B	00	20	07
	1088/1	00	00	10
	1087/2B1	00	27	93
	1087/2B2	00	16	20
	1087/1	00	07	92
	1093/2B	00	27	62
	1095	01	58	17
	883	00	62	60
	881	00	22	83
	884	00	32	57
	877	00	02	69
	876	00	10	75
	885	00	03	96
	875	00	33	08
	874	00	39	32
	873	00	17	63
	886/1A1	00	67	79
	886/1B	00	14	11
	887/1	00	03	60
	1	00	15	33
	2	00	27	68
	3	00	09	43
	4/2	00	01	14
	4/3	00	02	80
7) Mudittalainagalapuram	798/3	00	00	10
	798/1	00	01	02
	799	00	00	71
	797/1A	00	16	75
	797/3	00	08	89
	797/2A	00	17	89
	797/1B	00	01	47

1	2	3	4	5
7) Mudittalainagalapuram (Contd)	797/2B	00	22	31
	796	00	35	35
	779/2	00	00	99
	779/3	00	19	59
	795	00	01	38
	782/1	00	40	89
	782/2	00	01	38
	783/1	00	18	03
	783/3	00	16	58
	784/1A	00	38	34
	785/1A	00	10	01
	785/1B	00	10	39
	786/1	00	08	92
	786/2	00	08	89
	787/1	00	15	60
	787/2	00	16	24
	787/3A	00	08	42
	787/3B	00	08	64
	701/2	00	41	95
	704	00	39	81
	651	00	24	46
	650/1	00	19	25
	650/2	00	25	81
	650/3	00	26	87
	650/4	00	32	45
	662/3	00	18	59
	663	00	10	92
	666/1	00	26	66
	Nala in Suvey No. 666/3	00	13	09
	666/2	00	17	51
	666/4	00	02	68
	667	00	18	61
	668	00	13	92
	669	00	03	41
8) Ayyampatti	144/3A	00	16	04
	144/3B	00	02	95
	144/3C	00	07	32
	145/1B	00	00	64
	145/1A	00	09	06
	145/2	00	12	58
	145/3	00	14	85
	145/4	00	11	06

1	2	3	4	5
8) Ayyampatti (Contd)	145/5A	00	09	64
	145/5B	00	07	07
	119/9	00	07	54
	119/8	00	14	70
	119/5B	00	26	31
	119/6	00	08	56
	118/3	00	08	58
	118/2	00	10	69
	118/4	00	00	40
	148/1	00	03	54
	118/5	00	00	10
	148/2	00	12	59
	148/11	00	04	72
	148/10	00	03	12
	148/4	00	34	17
	Road in Survey No. 148/5	00	02	34
	148/6	00	24	52
	148/7	00	07	08
	148/8	00	07	35
	113/1	00	24	77
	149/1	00	11	61
	113/2	00	01	00
	149/3	00	30	01
	149/2	00	51	43
	150	00	46	32

Taluk: Ettaiyapuram	District: Thoothukudi	State: Tamil Nadu
1) Navalakkampatti	262/4	00 09 29
	262/3	00 01 44
	262/5	00 21 14
	255/2	00 00 97
	254/1	00 24 89
	254/2	00 22 49
	254/3	00 00 49
	254/5	00 08 99
	254/4	00 33 84
	254/6	00 00 89
	265/1	00 14 94
	265/2	00 26 19
	265/3	00 29 11
	265/4	00 32 25
	238/3	00 04 42
	238/4	00 05 54
	238/2	00 16 03

1	2	3	4	5
1) Navalakkampatti (Contd)	237/1	00	17	73
	237/2	00	16	97
	237/3B	00	01	64
	236/1	00	09	40
	236/5	00	00	32
	236/6A	00	15	00
	235/4	00	03	84
	235/2	00	01	60
	235/3	00	16	18
	235/7	00	30	43
	231/1	00	26	90
	230/7	00	19	10
	230/8B	00	16	32
	229/2	00	14	39
	228/2	00	12	72
	228/7	00	02	66
	228/5	00	33	82
	227	00	36	90
	226/3B	00	19	86
	226/4B3	00	11	27
	226/4B2	00	08	18
	Road in Survey No. 224/2	00	06	83
	223/1B2	00	08	99
	223/1B1	00	07	76
	223/1B	00	01	24
	223/1B3B	00	07	04
	223/1B3A	00	05	64
	223/1B3C	00	02	06
	223/1B3E	00	01	34
	223/1B3D	00	01	27
	221	00	66	97
	220	00	57	59
	219	00	20	12
	217	00	55	66
	214/2C	00	07	16
	214/5	00	03	68
	216	00	26	88

Taluk:Thoothukudi	District:Thoothukudi	State:Tamil Nadu		
1) Vadakku Silukkanpatti	50/2	00	26	78
	Railway in Survey No. 71	00	08	30
	Railway in Survey No. 72	00	00	10
	68/1	00	14	81
	68/2	00	10	84

1	2	3	4	5
1) Vadakku Silukkanpatti (Contd)	68/3	00	21	13
	68/4	00	09	91
	70	00	21	67
	69	00	02	80
	62	00	44	04
	61/2	00	28	11
	60/1B	00	14	95
	63	00	00	10
	60/1C	00	14	64
	60/2	00	28	12
	58	00	64	86
	57/1B	00	00	10
	140	00	06	40
	144	00	03	55
	141	00	02	23
	143/1	00	36	86
	143/8	00	22	95
	143/7	00	15	29
	143/13	00	24	97
	143/14	00	18	96
	143/12	00	08	69
	143/16	00	39	13
	147/2	00	00	62
2) Maravanmatam	77/2	00	02	28
	77/3B	00	01	02
	77/4	00	13	59
	77/5	00	13	31
	78/1	00	09	96
	79/1	00	00	37
	79/4	00	20	27
	77/7	00	02	27
	79/2C1	00	07	68
	76/2A	00	06	69
	79/2C2	00	12	06
	79/3	00	29	01
	80/6B	00	00	53
	80/7	00	22	43
	99	00	00	10
	98/1	00	18	32
	98/2	00	21	18
	98/3	00	20	13
	97/2	00	16	37

1	2	3	4	5
2) Maravanmatam (Contd)	96/1	00	32	79
	96/2	00	03	71
	93/1	00	03	30
	93/2	00	39	52
	93/3	00	24	38
	92/3A	00	06	14
	92/4	00	05	09
	92/5	00	37	74
	113	00	02	06
	112	00	08	70
	Road in Survey No. 119	00	07	48
	123/1A	00	05	36
	123-	00	94	45
	125	00	56	13
	124	00	11	29
	145	02	05	75

[F. No. L-14014/97/2010-GP]
SNEH P. MADAN, Under Secy.

नई दिल्ली, 13 दिसम्बर, 2010

का. आ. 3068.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु में तिरुतुनी के पास विजयवाडा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-ट्यूटीकोरिन पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस. राजामनिक्कम, सक्षम प्राधिकारी, रिलोजिसटिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न. 9डी/6डी, रामकृष्णपुरम, पील्लैयार कोवील के सामने, करूर - 639001, तमिलनाडु राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक : उसिलमपट्टि		जिला : मद्रै		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल			
		हेक्टेयर	एयर	सि एयर	
1	2	3	4	5	
1) पुल्लानेरि	83/1	00	03	28	
	83/2	00	09	24	
	83/4	00	13	81	
	76/1	00	12	89	
	76/2	00	11	49	
	76/3ए	00	00	10	
	76/4ए	00	10	63	
	76/4बी1	00	08	85	
	76/4बी2	00	13	11	
	76/5	00	02	25	
	78/1	00	16	28	
	78/4ए	00	00	97	
	78/4बी	00	01	41	
	77/1बी	00	01	03	
	77/13ए3	00	03	84	
	77/13ए2	00	11	74	
	77/11	00	02	97	
	77/4बी	00	01	54	
	77/8सी	00	00	56	
	77/9बी	00	00	10	
	77/13बी	00	12	35	
	79/5बी	00	05	98	
	69/2	00	00	12	
	68/1	00	01	12	
	68/3	00	12	26	
	68/4	00	10	48	
	68/9बी	00	03	47	
	68/9ए	00	06	94	
	68/6	00	00	40	
	66/1ए	00	01	11	
	66/1डी	00	13	22	
	66/1ई	00	04	82	
	66/2ए	00	08	69	
	48/3बी	00	01	51	
	48/4ए	00	12	36	
	48/4बी	00	05	74	
	48/5बी	00	03	24	

1	2	3	4	5
1) पुल्लानेरि (निरंतर)	49/4ए	00	01	67
	49/4बी	00	03	56
	49/4सी	00	05	92
	49/5	00	02	34
	49/5बी	00	05	25
	49/5सी	00	03	46
	49/5डी	00	00	11
	49/6	00	00	73
	49/7	00	09	56
	46/15	00	00	34
	50/1	00	00	52
	50/2	00	08	49
	50/4ए	00	05	09
	50/4बी	00	00	10
	51/1	00	06	51
	51/2	00	01	65
	51/5ए	00	03	88
	51/7	00	00	92
	51/8	00	01	77
	51/5बी	00	04	04
	51/5सी	00	04	33
	51/11सी	00	01	41
	51/6बी	00	02	68
	51/6ए2	00	03	62
	46ए/10	00	00	13
	51/6ए1	00	03	17
	53ए	00	04	87
	52ए/1	00	00	28
	52ए/2	00	03	57
	92	00	02	84
	91	00	04	09
	52बी/9	00	25	06
	53बी/2	00	27	29
	53बी/1	00	02	47
	सर्वे न. 88 में रास्ता	00	09	23
	21/7	00	30	24
	21/8ए	00	09	67
	21/9ए6	00	00	10
	21/9बी	00	00	12
	21/8बी	00	04	22
	21/8डी	00	22	08
	21/10	00	20	72

1	2	3	4	5
1) पुल्लानेरि (निरंतर)	21/12बी	00	00	15
	21/12सी	00	02	09
	सर्वे न. 23 में रास्ता	00	04	24
तालुक : तिरुमंगलम	जिला : मद्रै	राज्य : तमिलनाडु		
1) करडिककल	15/1	00	37	71
	15/3	00	00	18
	16/2ए	00	25	64
	16/2बी	00	07	03
	16/1सी	00	04	50
	30/1	00	18	92
	21/1	00	07	45
	21/2	00	02	69
	21/3	00	04	51
	21/4	00	05	15
	21/5	00	03	59
	21/6	00	13	61
	21/7ए2	00	00	21
	21/7बी	00	02	31
	21/10	00	00	10
	24/2ए1	00	02	32
	24/2बी	00	03	13
	24/2ए2	00	00	36
	24/5	00	07	62
	24/6ए	00	25	03
	24/6बी	00	02	10
	24/6डी	00	04	52
	24/7बी1	00	00	55
	24/7बी3	00	02	78
	24/6एफ	00	00	57
	24/6जी	00	02	25
	24/8	00	03	94
	24/7बी5	00	00	10
	23/2	00	05	14
	23/3	00	03	45
	23/6	00	00	10
	23/1	00	12	70
	25	00	00	17
	23/7ए	00	05	18
	23/7बी	00	10	87
	23/7सी	00	00	10
	23/7डी2	00	02	33
	65/6	00	15	48
	65/7	00	04	56

1	2	3	4	5
1) करडिक्कल (निरंतर)	64/6	00	00	19
	64/7ए1	00	03	24
	64/7ए3	00	04	06
	64/12	00	00	10
	64/7ए2	00	00	31
	64/7बी	00	03	54
	64/11	00	01	94
	64/10	00	03	29
	64/9ए	00	02	72
	64/13	00	01	02
	64/9बी1	00	02	03
	64/9बी2	00	04	37
	63	00	00	50
	74/11	00	16	31
	74/10	00	00	77
	74/13	00	02	82
	88/1ए	00	01	29
	74/14	00	12	51
	74/15	00	02	07
	74/19बी	00	02	27
	74/16	00	03	02
	74/22	00	00	64
	74/18	00	04	07
	74/17	00	03	73
	74/23	00	02	36
	74/24	00	02	93
	75/12	00	02	10
	75/13	00	02	41
	सर्वे न. 88/2 में रास्ता	00	01	40
	75/16	00	00	10
	87/1	00	22	48
	87/2ए	00	26	44
	87/2बी	00	00	55
	सर्वे न. 87/5ए में रास्ता	00	00	14
	सर्वे न. 87/6ए में रास्ता	00	02	11
	87/5बी	00	00	10
	87/6बी	00	03	59
	87/8	00	02	40
	86/9ए	00	00	33
	86/9बी	00	05	51
	86/10ए/2	00	11	87
	86/10बी/1	00	01	30

1	2	3	4	5
1) करडिकल (निरंतर)	94/1ए2	00	13	82
	94/1बी2	00	09	35
	94/3ए	00	06	73
	94/4ए	00	26	04
	94/4बी	00	19	42
	93	00	08	18
	96	00	34	85
	95/2	00	17	63
2) पोन्नामंगलम	88/1	00	76	35
	90/4बी	00	34	13
	89/1ए	00	40	33
	89/1बी	00	47	10
	89/2	00	27	83
3) जोस्यार आलन्गुलम	53	00	82	75
	56/2ए	00	01	09
	56/2बी	00	25	29
	56/6	00	07	84
	56/10	00	11	60
	56/11	00	16	38
	57/15	00	20	67
	57/14	00	00	10
	57/16ए	00	17	92
	57/16बी	00	04	12
	59/1	00	12	65
	59/2	00	30	47
	45/7	00	01	83
	59/3ए	00	04	03
	59/3बी	00	02	58
	59/3सी	00	03	67
	64/6ए	00	04	12
	64/4	00	29	96
	64/3ए	00	00	83
	64/3बी	00	02	71
	64/3सी	00	04	98
	सर्वे न. 65 में रास्ता	00	04	65
	69/1	00	08	96
	44	00	00	64
	69/14ए	00	13	61
	69/14बी	00	11	25
	69/12ए	00	08	62
	69/12सी	00	14	68
	70	00	05	33

1	2	3	4	5
3) जोस्यार आलनुलम (निरंतर)	42	00	12	57
	41/5	00	08	94
	41/4सी	00	13	48
	41/4डी	00	08	13
	40/11	00	25	51
4) कन्नुकुलम	71/9बी	00	22	62
	71/8सी	00	18	68
	84	00	02	26
	72/1सी	00	50	13
	71/1	00	00	70
5) यिरालि	46	00	17	78
	47/4	00	06	13
	47/5	00	06	73
	47/7	00	11	81
	48/2	00	03	87
	48/4	00	08	97
	48/3	00	00	55
	48/5	00	03	40
	48/6ए1	00	12	67
	48/6बी	00	00	61
	44/1ए1ए	00	24	62
	44/1ए1बी	00	00	58
	44/1ए1डी	00	00	96
	50/3ए	00	01	39
	44/2ए1	00	19	67
	44/2ए2	00	01	95
	44/3अ	00	04	15
	44/3बी	00	18	42
	43/1	00	08	42
	43/2	00	08	17
	43/4ए	00	07	92
	43/4बी	00	09	26
	43/6	00	15	11
	43/5	00	11	21
	56/8	00	04	55
	56/9	00	28	88
	57/6	00	09	88
	57/8	00	15	06
	57/9	00	02	08
	57/11	00	02	86
	57/13	00	05	85
	57/14ए	00	04	74

1	2	3	4	5
5) थिरालि (निरंतर)	57/14बी	00	05	53
	58/8	00	17	71
	58/3ए1	00	19	88
	58/3ए2	00	01	36
	58/9ए	00	17	14
	58/9बी	00	04	02
	58/3बी	00	02	62
	सर्वे न. 60/4ए1 में रास्ता	00	06	07
	60/4ए2	00	07	99
	60/4बी1	00	13	56
	66/5	00	20	41
	61/1ए1ए	00	43	25
	61/1ए1सी	00	05	06
	65/3	00	00	10
	65/11	00	10	26
	65/5	00	07	58
	65/10	00	10	01
	65/4	00	01	64
	65/8	00	01	54
	65/7सी	00	25	13
	63/3ए	00	20	52
	सर्वे न. 63/2बी में रास्ता	00	05	29
	63/3सी	00	05	44
	63/4बी1	00	01	50
	63/4बी2	00	04	18
	73/1	00	09	37
	73/3	00	30	77
	73/2ए2	00	00	10
	73/4बी	00	01	93
	सर्वे न. 77 में नदी	00	69	06
	78/9	00	16	18
	102	00	50	73
	103	00	37	33
	104	00	12	17
	115	00	27	61
	117	00	46	43
	118	00	25	37
	120	00	10	94
	119	00	13	96
	149	00	22	93
	148	00	05	51
	150	00	21	99

1	2	3	4	5
5) थिरालि (निरंतर)	152	00	26	72
	सर्वे न. 154 में रास्ता	00	10	24
	97	00	11	39
	200	00	49	78
	199	00	38	58
	197	00	18	45
	196	00	28	45
	192	00	34	05
	190	00	45	60
	191	00	01	63
	210	00	51	26
	211	00	21	16
	236	00	11	96
	235	00	00	25
	238	00	67	05
	239	00	61	60
	234	00	43	97
	233	01	16	20
6) मेलनेसनेरि	95/2ए	00	36	75
	95/8	00	02	52
	95/1ए	00	06	52
	99/9बी1	00	02	85
	98/2बी	00	01	08
	95/1बी	00	01	76
	98/6	00	20	18
	98/8	00	00	10
	98/9	00	00	14
	98/10	00	04	78
	98/14	00	01	53
	98/13	00	10	12
	98/15ए	00	06	61
	98/21ए	00	18	82
	98/21बी	00	00	59
	116/1बी	00	09	50
	116/5ई	00	07	67
	116/5सी	00	02	02
	116/5एफ	00	28	01
	116/5एच	00	00	10
	117/3ए1	00	07	25
	117/2ए	00	12	26
	117/3ए2	00	09	66
	117/3सी1ए	00	00	10

1	2	3	4	5
6) मेलनेसनेरि (निरंतर)	117/2बी	00	02	88
	117/3ए3	00	10	38
	117/3सी2	00	02	05
	117/5	00	15	18
	117/7	00	14	61
	135/1बी	00	03	35
	135/3	00	08	93
	135/1सी	00	14	87
	135/4	00	02	21
	135/6बी	00	03	66
	135/7	00	10	39
	132/1बी2	00	02	38
	132/1बी1	00	09	48
	132/1सी	00	03	24
	132/2	00	09	81
	132/9ए	00	09	05
	132/11ए1	00	12	64
	132/11ए2	00	00	53
	132/10	00	08	11
	131/3	00	03	80
	131/4ए	00	08	21
	131/9बी	00	03	06
	131/9सी	00	14	22
	130/5ए	00	05	49
	130/5सी	00	04	69
	130/5डी	00	01	96
	130/6ए	00	13	34
	130/6बी	00	00	10
7) सेन्गाण्डाय	1/8	00	08	57
	1/5	00	28	33
	1/7	00	07	58
	23/1ए	00	03	02
	23/3ए1	00	00	19
	23/2	00	26	79
	23/1बी	00	00	52
	23/3ए2	00	05	24
	23/3बी2	00	02	03
	23/6ए	00	03	04
	23/6बी	00	03	81
	23/5	00	12	07
	23/10ए1	00	13	65
	23/10बी	00	07	29

1	2	3	4	5
7) सेनाप्यडाय (निरंतर)	23/13	00	06	57
	24/4ए	00	05	84
	24/3बी	00	20	36
	24/6बी	00	05	66
	32	00	02	59
	33	00	19	15
	37/2ए	00	00	31
	36	00	01	21
	34/1ए	00	07	63
	34/3ए	00	00	35
	सर्वे न. 34/1बी में रास्ता	00	06	16
	34/3सी	00	11	54
	34/5ए	00	00	14
	34/5बी	00	07	34
	34/5सी	00	00	10
8) स्वामिमल्लमपट्टि	4/1	00	04	63
	5	00	02	43
	6/1	00	03	70
	14/1ए	00	17	61
	14/2	00	00	31
	14/7ए	00	00	93
	14/7बी1	00	01	25
	14/3	00	10	06
	14/5	00	04	37
	14/6	00	03	08
	14/8	00	12	67
	22/1	00	13	14
	22/3ए1	00	02	17
	22/2	00	07	37
	22/3बी	00	07	58
	22/6	00	01	42
	22/8	00	23	41
	22/9	00	01	27
	23/3बी2	00	00	11
	23/4	00	24	92
	23/6सी	00	06	72
	23/6बी	00	03	63
	23/7	00	08	43
	32/4डी	00	17	20
	24/4	00	00	96
	32/4ई	00	10	90
	25/1ए	00	05	80

1	2	3	4	5
8) स्वामिभल्लमपट्टि (निरंतर)	32/10	00	05	96
	25/2	00	13	14
	32/11	00	08	61
	31/2ए	00	00	18
	31/2बी	00	08	49
	31/3डी	00	01	48
	29/1	00	24	65
	29/8	00	00	10
	30/1ए	00	04	82
	29/9	00	03	19
	29/10ए	00	04	71
	29/10बी	00	03	16
	29/13	00	06	59
	29/14	00	01	58
	30/2ए	00	20	88
	30/2बी	00	00	10
	30/3ए	00	12	67
	30/3बी	00	10	92
	36/7ए1	00	00	10
	30/3सी	00	01	99
	36/7बी1	00	07	90
	36/7बी2	00	04	36
	36/8	00	01	95
9) करिसल्लकालमपट्टि	35/8	00	05	77
	35/12ए	00	11	61
	35/13ए	00	12	74
	36/1बी	00	00	60
	36/1सी	00	05	99
	36/2	00	21	48
	52/1बी	00	11	36
	52/1सी	00	04	07
	52/7ए	00	15	14
	52/3	00	00	73
	51/1	00	11	87
	51/2	00	10	33
	50/3	00	06	11
	50/4	00	08	75
	50/6ए	00	04	63
	50/6बी	00	00	10
	54/2सी	00	33	84
	54/3	00	11	64
	49/14	00	00	57

1	2	3	4	5
9) करिस्तकालमपट्टि (निरंतर)	49/17	00	16	30
	49/20ए	00	09	98
	49/20बी	00	00	48
	55/3	00	12	34
	55/7	00	05	56
	55/4	00	02	68
	55/8बी	00	02	80
	55/8सी	00	04	17
	55/9बी	00	10	37
	56/3	00	05	05
	57/2ए	00	02	63
	57/2बी	00	00	16
	57/3ए	00	20	92
	57/4ए	00	10	02
	57/4बी	00	01	92
	57/4डी	00	07	53
	57/4ई	00	03	78
	57/5	00	20	29
	63/9ए	00	00	46
	63/9सी	00	16	29
	64/2	00	03	05
	92/3	00	01	58
	92/4	00	04	65
	92/5	00	09	65
	91	00	52	54
	90/1ए	00	02	11
	90/2ए	00	18	70
	88	00	16	70
	89/1	00	13	67
	89/2	00	00	88
	89/3	00	04	70
	89/4	00	09	41
	89/6	00	09	58
	89/7	00	12	17
	89/9	00	34	64
	185/2	00	02	78
	185/3ए	00	07	21
	185/3बी	00	09	24
	185/4	00	16	23
	185/6बी	00	02	14
	185/8ए	00	00	19
	185/8बी	00	21	01

1	2	3	4	5
9) करिसल्कालमपट्टि (निरंतर)	187/2	00	14	06
	186/2	00	20	97
	189/1बी	00	21	25
	189/1सी	00	03	70
	189/2बी	00	09	54
	189/3बी	00	08	57
	189/6	00	03	05
	189/8ए	00	08	10
	189/8बी	00	15	95
	189/8सी	00	00	42
10) ओडायप्पट्टि	97/2बी	00	02	72
	101/1ए	00	21	36
	101/1बी	00	25	18
	101/2	00	27	71
	101/3	00	02	43
	102	00	25	99
	145	00	00	10
	सर्वे न. 103 में नाला	00	15	23
	सर्वे न. 144/1 में नाला	00	06	83
	143/1	00	09	12
	143/4ए	00	10	01
	143/3बी	00	02	16
	143/5बी	00	09	07
	140/1	00	10	73
	140/2बी	00	13	93
	140/4	00	25	49
	140/5बी	00	02	85
	140/8	00	16	97
	139/5	00	23	08
	139/6ए	00	13	07
	139/6बी	00	09	17
	139/6डी	00	02	55
	138/2	00	00	35
	सर्वे न. 137/1 में नाला	00	13	75
	136/3ए	00	00	80
	136/3बी	00	18	05
	136/4बी	00	19	46
	132	00	01	14
	130/8	00	05	74
	131/1	00	39	63
	सर्वे न. 123 में नाला	00	08	54
	121/1ए	00	25	95

1	2	3	4	5
10) ओझायप्पट्टि (निरंतर)	121/1बी	00	05	90
	121/2	00	00	38
	121/5	00	13	04
	122/1	00	16	64
	122/2	00	00	79
	122/4	00	04	31
	122/5	00	14	63
	122/6	00	14	24
11) कोक्कुलन्वेरि	194/2बी2	00	22	61
	194/2बी3	00	01	42
	193	00	00	97
	164	00	44	46
	165/1बी	00	03	60
	सर्वे न. 160 में नाला	00	04	34
	158/1	00	26	96
	158/2ए	00	05	81
	158/2बी	00	00	34
	158/3	00	39	98
	159/2	00	02	68
	156/1	00	31	21
	156/4बी	00	12	05
	156/6	00	01	91
	156/7	00	02	22
	सर्वे न. 156/5 में नाला	00	02	49
	155	00	37	66
	14	00	17	00
	16/1ए2	00	11	14
	16/1ए1	00	00	53
	16/1बी	00	11	88
	16/2	00	30	66
	154	00	00	85
	16/9	00	04	80
	18/1	00	10	00
	18/2	00	05	56
	18/3	00	00	10
	18/5	00	20	32
	18/6	00	02	68
	17	00	00	10
	19/2	00	06	29
	20	00	24	58
	59/1	00	26	59
	सर्वे न. 58 में नाला	00	16	71

1	2	3	4	5
11) कोक्कुलन्वेरि (निरंतर)	57	00	31	39
	56/1ए	00	07	52
	56/3ए	00	07	82
	56/3बी	00	00	73
	56/4	00	17	64
	56/7बी	00	05	41
	56/7ए	00	00	79
	56/8	00	07	65
	56/9	00	07	33
	56/10	00	07	64
	55/2	00	09	44
	55/3बी	00	10	58
	55/3ई	00	10	07
	55/4एफ	00	04	15
	55/4ई	00	00	42
	55/4जी	00	12	94
	55/4आइ	00	00	13
	55/4जे	00	01	96
	55/4के	00	05	13
	55/4एल	00	03	11
	55/4एम	00	03	16
	55/5	00	08	68
	सर्वे न. 36 में नाला	00	06	30
	38/10ए	00	01	88
	38/11बी	00	08	74
	37/1ए	00	10	73
	37/2ए	00	08	84
	37/2बी	00	00	96
	48/4	00	04	24
	48/5	00	15	60
	48/7ए	00	01	81
	48/6ड	00	01	82
	48/7बी1ए	00	06	21
	48/7बी1बी	00	05	53
	48/7बी2	00	07	26
	48/9	00	23	08
	83/1	00	36	64
	46/2	00	09	95
	84/1ए	00	27	19
	47/1	00	00	10
	47/2	00	23	87
	84/1डी	00	25	10
	84/2डी	00	12	02

[फा सं. एल.-14014/98/2010 जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 13th December, 2010

S. O. 3068.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from terminal point of Vijayawada – Nellore – Chennai pipeline near Tiruttani in Tamil Nadu to consumers in various parts of the country, Chennai - Tuticorin pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri S.Rajamanickam, Competent Authority, Relogistics Infrastructure Limited, No. 9D/6D Ramakrishnapuram, Opp.Pillayar Kovil, Karur – 639 001, Tamil Nadu State.

Schedule

Taluk:Usilampatti		District:Madurai		State:Tamil Nadu	
Village	Survey No./Sub-Division	Area to be acquired for			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Pullaneri	83/1	00	03	28	
	83/2	00	09	24	
	83/4	00	13	81	
	76/1	00	12	89	
	76/2	00	11	49	
	76/3A	00	00	10	
	76/4A	00	10	63	
	76/4B1	00	08	85	
	76/4B2	00	13	11	
	76/5	00	02	25	
	78/1	00	16	28	
	78/4A	00	00	97	
	78/4B	00	01	41	
	77/1B	00	01	03	
	77/13A3	00	03	84	
	77/13A2	00	11	74	
	77/11	00	02	97	
	77/4B	00	01	54	
	77/8C	00	00	56	
	77/9B	00	00	10	
	77/13B	00	12	35	
	79/5B	00	05	98	

1	2	3	4	5
1) Pullaneri (Contd)	69/2	00	00	12
	68/1	00	01	12
	68/3	00	12	26
	68/4	00	10	48
	68/9B	00	03	47
	68/9A	00	06	94
	68/6	00	00	40
	66/1A	00	01	11
	66/1D	00	13	22
	66/1E	00	04	82
	66/2A	00	08	69
	48/3B	00	01	51
	48/4A	00	12	36
	48/4B	00	05	74
	48/5B	00	03	24
	49/4A	00	01	67
	49/4B	00	03	56
	49/4C	00	05	92
	49/5A	00	02	34
	49/5B	00	05	25
	49/5C	00	03	46
	49/5D	00	00	11
	49/6	00	00	73
	49/7	00	09	56
	46/15	00	00	34
	50/1	00	00	52
	50/2	00	08	49
	50/4A	00	05	09
	50/4B	00	00	10
	51/1	00	06	51
	51/2	00	01	65
	51/5A	00	03	88
	51/7	00	00	92
	51/8	00	01	77
	51/5B	00	04	04
	51/5C	00	04	33
	51/11C	00	01	41
	51/6B	00	02	68
	51/6A2	00	03	62
	46A/10	00	00	13
	51/6A1	00	03	17
	53A	00	04	87
	52A/1	00	00	28
	52A/2	00	03	57
	92	00	02	84
	91	00	04	09
	52B/9	00	25	06
	53B/2	00	27	29
	53B/1	00	02	47
	Road in Survey No. 88	00	09	23

1	2	3	4	5
1) Pullaneri (Contd)	21/7	00	30	24
	21/8A	00	09	67
	21/9A6	00	00	10
	21/9B	00	00	12
	21/8B	00	04	22
	21/8D	00	22	08
	21/10	00	20	72
	21/12B	00	00	15
	21/12C	00	02	09
	Road in Survey No. 23	00	04	24

Taluk:Tirumangalam	District:Madurai	State:Tamil Nadu		
1) Karadikkal	15/1	00	37	71
	15/3	00	00	18
	16/2A	00	25	64
	16/2B	00	07	03
	16/1C	00	04	50
	30/1	00	18	92
	21/1	00	07	45
	21/2	00	02	69
	21/3	00	04	51
	21/4	00	05	15
	21/5	00	03	59
	21/6	00	13	61
	21/7A2	00	00	21
	21/7B	00	02	31
	21/10	00	00	10
	24/2A1	00	02	32
	24/2B	00	03	13
	24/2A2	00	00	36
	24/5	00	07	62
	24/6A	00	25	03
	24/6B	00	02	10
	24/6D	00	04	52
	24/7B1	00	00	55
	24/7B3	00	02	78
	24/6F	00	00	57
	24/6G	00	02	25
	24/8	00	03	94
	24/7B5	00	00	10
	23/2	00	05	14
	23/3	00	03	45
	23/6	00	00	10
	23/1	00	12	70
	25	00	00	17
	23/7A	00	05	18
	23/7B	00	10	87
	23/7C	00	00	10
	23/7D2	00	02	33
	65/6	00	15	48
	65/7	00	04	56

1	2	3	4	5
1) Karadikkal (Contd)	64/6	00	00	19
	64/7A1	00	03	24
	64/7A3	00	04	06
	64/12	00	00	10
	64/7A2	00	00	31
	64/7B	00	03	54
	64/11	00	01	94
	64/10	00	03	29
	64/9A	00	02	72
	64/13	00	01	02
	64/9B1	00	02	03
	64/9B2	00	04	37
	63	00	00	50
	74/11	00	16	31
	74/10	00	00	77
	74/13	00	02	82
	88/1A	00	01	29
	74/14	00	12	51
	74/15	00	02	07
	74/19B	00	02	27
	74/16	00	03	02
	74/22	00	00	64
	74/18	00	04	07
	74/17	00	03	73
	74/23	00	02	36
	74/24	00	02	93
	75/12	00	02	10
	75/13	00	02	41
	Road in Survey No. 88/2	00	01	40
	75/16	00	00	10
	87/1	00	22	48
	87/2A	00	26	44
	87/2B	00	00	55
	Road in Survey No. 87/5A	00	00	14
	Road in Survey No. 87/6A	00	02	11
	87/5B	00	00	10
	87/6B	00	03	59
	87/8	00	02	40
	86/9A	00	00	33
	86/9B	00	05	51
	86/10A/2	00	11	87
	86/10B/1	00	01	30

1	2	3	4	5
1) Karadikkal (Contd)	94/1A2	00	13.	82
	94/1B2	00	09	35
	94/3A	00	06	73
	94/4A	00	26	04
	94/4B	00	19	42
	93	00	08	18
	96	00	34	85
	95/2	00	17	63
2) Ponnangalam	88/1	00	76	35
	90/4B	00	34	13
	89/1A	00	40	33
	89/1B	00	47	10
	89/2	00	27	83
3) Josyar Alangulam	53	00	82	75
	56/2A	00	01	09
	56/2B	00	25	29
	56/6	00	07	84
	56/10	00	11	60
	56/11	00	16	38
	57/15	00	20	67
	57/14	00	00	10
	57/16A	00	17	92
	57/16B	00	04	12
	59/1	00	12	65
	59/2	00	30	47
	45/7	00	01	83
	59/3A	00	04	03
	59/3B	00	02	58
	59/3C	00	03	67
	64/6A	00	04	12
	64/4	00	29	96
	64/3A	00	00	83
	64/3B	00	02	71
	64/3C	00	04	98
	Road in Survey No. 65	00	04	65
	69/1	00	08	96
	44	00	00	64
	69/14A	00	13	61
	69/14B	00	11	25
	69/12A	00	08	62
	69/12C	00	14	68
	70	00	05	33

1	2	3	4	5
3) Josyar Alangulam (Contd)	42	00	12	57
	41/5	00	08	94
	41/4C	00	13	48
	41/4D	00	08	13
	40/11	00	25	51
4) Kannukulam	71/9B	00	22	62
	71/8C	00	18	68
	84	00	02	26
	72/1C	00	50	13
	71/1	00	00	70
5) Thirali	46	00	17	78
	47/4	00	06	13
	47/5	00	06	73
	47/7	00	11	81
	48/2	00	03	87
	48/4	00	08	97
	48/3	00	00	55
	48/5	00	03	40
	48/6A1	00	12	67
	48/6B	00	00	61
	44/1A1A	00	24	62
	44/1A1B	00	00	58
	44/1A1D	00	00	96
	50/3A	00	01	39
	44/2A1	00	19	67
	44/2A2	00	01	95
	44/3A	00	04	15
	44/3B	00	18	42
	43/1	00	08	42
	43/2	00	08	17
	43/4A	00	07	92
	43/4B	00	09	26
	43/6	00	15	11
	43/5	00	11	21
	56/8	00	04	55
	56/9	00	28	88
	57/6	00	09	88
	57/8	00	15	06
	57/9	00	02	08
	57/11	00	02	86
	57/13	00	05	85
	57/14A	00	04	74

1	2	3	4	5
5) Thirali (Contd)	57/14B	00	05	53
	58/8	00	17	71
	58/3A1	00	19	88
	58/3A2	00	01	36
	58/9A	00	17	14
	58/9B	00	04	02
	58/3B	00	02	62
	Road in Survey No. 60/4A1	00	06	07
	60/4A2	00	07	99
	60/4B1	00	13	56
	66/5	00	20	41
	61/1A1A	00	43	25
	61/1A1C	00	05	06
	65/3	00	00	10
	65/11	00	10	26
	65/5	00	07	58
	65/10	00	10	01
	65/4	00	01	64
	65/8	00	01	54
	65/7C	00	25	13
	63/3A	00	20	52
	Road in Survey No. 63/2B	00	05	29
	63/3C	00	05	44
	63/4B1	00	01	50
	63/4B2	00	04	18
	73/1	00	09	37
	73/3	00	30	77
	73/2A2	00	00	10
	73/4B	00	01	93
	River in Survey No. 77	00	69	06
	78/9	00	16	18
	102	00	50	73
	103	00	37	33
	104	00	12	17
	115	00	27	61
	117	00	46	43
	118	00	25	37
	120	00	10	94
	119	00	13	96
	149	00	22	93
	148	00	05	51
	150	00	21	99

1	2	3	4	5
5) Thirali (Contd)	152	00	26	72
	Road in Survey No.154	00	10	24
	97	00	11	39
	200	00	49	78
	199	00	38	58
	197	00	18	45
	196	00	28	45
	192	00	34	05
	190	00	45	60
	191	00	01	63
	210	00	51	26
	211	00	21	16
	236	00	11	96
	235	00	00	25
	238	00	67	05
	239	00	61	60
	234	00	43	97
	233	01	16	20
6) Melanesaneri	95/2A	00	36	75
	95/8	00	02	52
	95/1A	00	06	52
	99/9B1	00	02	85
	98/2B	00	01	08
	95/1B	00	01	76
	98/6	00	20	18
	98/8	00	00	10
	98/9	00	00	14
	98/10	00	04	78
	98/14	00	01	53
	98/13	00	10	12
	98/15A	00	06	61
	98/21A	00	18	82
	98/21B	00	00	59
	116/1B	00	09	50
	116/5E	00	07	67
	116/5C	00	02	02
	116/5F	00	28	01
	116/5H	00	00	10
	117/3A1	00	07	25
	117/2A	00	12	26
	117/3A2	00	09	66
	117/3C1A	00	00	10

1	2	3	4	5
6) Melanesaneri (Contd)	117/2B	00	02	88
	117/3A3	00	10	38
	117/3C2	00	02	05
	117/5	00	15	18
	117/7	00	14	61
	135/1B	00	03	35
	135/3	00	08	93
	135/1C	00	14	87
	135/4	00	02	21
	135/6B	00	03	66
	135/7	00	10	39
	132/1B2	00	02	38
	132/1B1	00	09	48
	132/1C	00	03	24
	132/2	00	09	81
	132/9A	00	09	05
	132/11A1	00	12	64
	132/11A2	00	00	53
	132/10	00	08	11
	131/3	00	03	80
	131/4A	00	08	21
	131/9B	00	03	06
	131/9C	00	14	22
	130/5A	00	05	49
	130/5C	00	04	69
	130/5D	00	01	96
	130/6A	00	13	34
	130/6B	00	00	10
7) Sengappadai	1/8	00	08	57
	1/5	00	28	33
	1/7	00	07	58
	23/1A	00	03	02
	23/3A1	00	00	19
	23/2	00	26	79
	23/1B	00	00	52
	23/3A2	00	05	24
	23/3B2	00	02	03
	23/6A	00	03	04
	23/6B	00	03	81
	23/5	00	12	07
	23/10A1	00	13	65
	23/10B	00	07	29

1	2	3	4	5
7) Sengappadai (Contd)	23/13	00	06	57
	24/4A	00	05	84
	24/5B	00	20	36
	24/61	00	05	66
	32	00	02	59
	33	00	19	15
	37/2A	00	00	31
	36	00	01	21
	34/1A	00	07	63
	34/3A	00	00	35
	Road in Survey No. 34/1B	00	06	16
	34/3C	00	11	54
	34/5A	00	00	14
	34/5B	00	07	34
	34/5C	00	00	10
8) Swamimallampatti	4/1	00	04	63
	5	00	02	43
	6/1	00	03	70
	14/1A	00	17	61
	14/2	00	00	31
	14/7A	00	00	93
	14/7B1	00	01	25
	14/3	00	10	06
	14/5	00	04	37
	14/6	00	03	08
	14/8	00	12	67
	22/1	00	13	14
	22/3A1	00	02	17
	22/2	00	07	37
	22/3B	00	07	58
	22/6	00	01	42
	22/8	00	23	41
	22/9	00	01	27
	23/3B2	00	00	11
	23/4	00	24	92
	23/6C	00	06	72
	23/6B	00	03	63
	23/7	00	08	43
	32/4D	00	17	20
	24/4	00	00	96
	32/4E	00	10	90
	25/1A	00	05	80

1	2	3	4	5
8) Swamimallampatti (Contd)	32/10	00	05	96
	25/2	00	13	14
	32/11	00	08	61
	31/2A	00	00	18
	31/2B	00	08	49
	31/3D	00	01	48
	29/1	00	24	65
	29/8	00	00	10
	30/1A	00	04	82
	29/9	00	03	19
	29/10A	00	04	71
	29/10B	00	03	16
	29/13	00	06	59
	29/14	00	01	58
	30/2A	00	20	88
	30/2B	00	00	10
	30/3A	00	12	67
	30/3B	00	10	92
	36/7A1	00	00	10
	30/3C	00	01	99
	36/7B1	00	07	90
	36/7B2	00	04	36
	36/8	00	01	95
9) Karisalkalampatti	35/8	00	05	77
	35/12A	00	11	61
	35/13A	00	12	74
	36/1B	00	00	60
	36/1C	00	05	99
	36/2	00	21	48
	52/1B	00	11	36
	52/1C	00	04	07
	52/7A	00	15	14
	52/3	00	00	73
	51/1	00	11	87
	51/2	00	10	33
	50/3	00	06	11
	50/4	00	08	75
	50/6A	00	04	63
	50/6B	00	00	10
	54/2C	00	33	84
	54/3	00	11	64
	49/14	00	00	57

1	2	3	4	5
9) Karisalkalampatti (Contd)	49/17	00	16	30
	49/20A	00	09	98
	49/20B	00	00	48
	55/3	00	12	34
	55/7	00	05	56
	55/4	00	02	68
	55/8B	00	02	80
	55/8C	00	04	17
	55/9B	00	10	37
	56/3	00	05	05
	57/2A	00	02	63
	57/2B	00	00	16
	57/3A	00	20	92
	57/4A	00	10	02
	57/4B	00	01	92
	57/4D	00	07	53
	57/4E	00	03	78
	57/5	00	20	29
	63/9A	00	00	46
	63/9C	00	16	29
	64/2	00	03	05
	92/3	00	01	58
	92/4	00	04	65
	92/5	00	09	65
	91	00	52	54
	90/1A	00	02	11
	90/2A	00	18	70
	88	00	16	70
	89/1	00	13	67
	89/2	00	00	88
	89/3	00	04	70
	89/4	00	09	41
	89/6	00	09	58
	89/7	00	12	17
	89/9	00	34	64
	185/2	00	02	78
	185/3A	00	07	21
	185/3B	00	09	24
	185/4	00	16	23
	185/6B	00	02	14
	185/8A	00	00	19
	185/8B	00	21	01

1	2	3	4	5
9) Karisalkalpatti (Contd)	187/2	00	14	06
	186/2	00	20	97
	189/1B	00	21	25
	189/1C	00	03	70
	189/2B	00	09	54
	189/3B	00	08	57
	189/6	00	03	05
	189/8A	00	08	10
	189/8B	00	15	95
	189/8C	00	00	42
10) Odaippatti	97/2B	00	02	72
	101/1A	00	21	36
	101/1B	00	25	18
	101/2	00	27	71
	101/3	00	02	43
	102	00	25	99
	145	00	00	10
	Nala in Survey No. 103	00	15	23
	Nala in Survey No. 144/1	00	06	82
	143/1	00	09	12
	143/4A	00	10	01
	143/3B	00	02	16
	143/5B	00	09	07
	140/1	00	10	73
	140/2B	00	13	93
	140/4	00	25	49
	140/5B	00	02	85
	140/8	00	16	97
	139/5	00	23	08
	139/6A	00	13	07
	139/6B	00	09	17
	139/6D	00	02	55
	138/2	00	00	35
	Nala in Survey No. 137/1	00	13	75
	136/3A	00	00	80
	136/3B	00	18	05
	136/4B	00	19	46
	132	00	01	14
	130/8	00	05	74
	131/1	00	39	63
	Nala in Survey No. 123	00	08	54
	121/1A	00	25	95

1	2	3	4	5
10) Odaippatti (Contd)	121/1B	00	05	90
	121/2	00	00	38
	121/5	00	13	04
	122/1	00	16	64
	122/2	00	00	79
	122/4	00	04	31
	122/5	00	14	63
	122/6	00	14	24
11) Kokkulancheri	194/2B2	00	22	61
	194/2B3	00	01	42
	193	00	00	97
	164	00	44	46
	165/1B	00	03	60
	Nala in Survey No. 160	00	04	34
	158/1	00	26	96
	158/2A	00	05	81
	158/2B	00	00	34
	158/3	00	39	98
	159/2	00	02	68
	156/1	00	31	21
	156/4B	00	12	05
	156/6	00	01	91
	156/7	00	02	22
	Nala in Survey No. 156/5	00	02	49
	155	00	37	66
	14	00	17	00
	16/1A2	00	11	14
	16/1A1	00	00	53
	16/1B	00	11	88
	16/2	00	30	66
	154	00	00	85
	16/9	00	04	80
	18/1	00	10	00
	18/2	00	05	56
	18/3	00	00	10
	18/5	00	20	32
	18/6	00	02	68
	17	00	00	10
	19/2	00	06	29
	20	00	24	58
	59/1	00	26	59
	Nala in Survey No. 58	00	16	71

1	2	3	4	5
11) Kokkulancheri (Contd)	57	00	31	39
	56/1A	00	07	52
	56/3A	00	07	82
	56/3B	00	00	73
	56/4	00	17	64
	56/7B	00	05	41
	56/7A	00	00	79
	56/8	00	07	65
	56/9	00	07	33
	56/10	00	07	64
	55/2	00	09	44
	55/3B	00	10	58
	55/3E	00	10	07
	55/4F	00	04	15
	55/4E	00	00	42
	55/4G	00	12	94
	55/4I	00	00	13
	55/4J	00	01	96
	55/4K	00	05	13
	55/4L	00	03	11
	55/4M	00	03	16
	55/5	00	08	68
	Nala in Survey No. 36	00	06	30
	38/10A	00	01	88
	38/11B	00	08	74
	37/1A	00	10	73
	37/2A	00	08	84
	37/2B	00	00	96
	48/4	00	04	24
	48/5	00	15	60
	48/7A	00	01	81
	48/6D	00	01	82
	48/7B1A	00	06	21
	48/7B1B	00	05	53
	48/7B2	00	07	26
	48/9	00	23	08
	83/1	00	36	64
	46/2	00	09	95
	84/1A	00	27	19
	47/1	00	00	10
	47/2	00	23	87
	84/1D	00	25	10
11) Kokkulancheri (Contd)	84/2D	00	12	02

नई दिल्ली, 13 दिसम्बर, 2010

का. आ. 3069.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु में तिरुतनी के पास विजयवाडा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-ट्यूटीकोरिन पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपावद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस. राजामनिकम, मक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, न.9डी/6डी, रामकृष्णपुरम, पील्लैयार कोवील के सामने, करूर - 639001, तमिलनाडु राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुक : करूर	जिला : करूर	राज्य : तमिलनाडु		
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5
1) नेरूर (उत्तर)	2596	01	97	60
	2606	00	07	04
	2169	00	23	74
	2168	00	30	01
	सर्वे न. 2193 में नाला	00	04	98
	2194	00	30	11
	2139	00	09	41
	2140/2	00	08	78
	2140/1	00	00	14
	2142	00	01	30
	2138	00	02	63
	2137	00	23	87
	2136	00	27	79
	2135	00	01	31
	2134	00	00	87
	811	00	04	52
	815	00	16	49
	812	00	07	12
	813	00	08	00

1	2	3	4	5
1) नेहरू (उत्तर) (निरंतर)	814	00	00	42
	सर्वे नं. 806 में रास्ता	00	05	34
	805/1	00	13	74
	805/2	00	09	73
	796	00	05	56
	793	00	02	30
	794	00	25	17
	795	00	09	22
	840	00	00	10
	780	00	03	61
	779	00	21	35
	880/1	00	06	64
	880/2	00	01	57
	879	00	00	10
	798	00	00	46
	881	00	03	99
	892	00	02	41
	891	00	10	39
	890/1	00	05	74
	890/2	00	06	09
	889/1	00	06	72
	889/2	00	05	97
	888/1	00	12	07
	895	00	00	10
	896	00	04	24
	888/2	00	07	96
	887	00	01	41
	897	00	10	24
	898	00	11	11
	899	00	11	09
	900/1	00	05	88
	900/2	00	04	93
	901	00	11	42
	902	00	02	23
	903	00	01	97
	905	00	00	17
	904/1	00	02	91
	939	00	02	39
	904/2	00	05	04
	938	00	13	69
	937/1	00	05	84
	937/2	00	06	21
	936/1	00	13	81
	936/2	00	04	50
	936/3	00	00	46
	923	00	01	92

1	2	3	4	5
1) नेस्वर (उत्तर) (निरंतर)	931	00	15	28
	932	00	03	11
	933	00	10	95
	सर्वे न. 930 में नाला	00	05	54
	927	00	10	64
	928	00	01	43
	सर्वे न. 1176 में रास्ता	00	01	62
	1185/2	00	04	46
	सर्वे न. 1185/1 में रास्ता	00	14	18
	676	00	77	21
	669	00	56	55
	सर्वे न. 1190 में रास्ता	00	00	91
	सर्वे न. 1576 में नाला	00	02	72
	1191/1	00	00	10
	1574	00	06	14
	1575	00	09	11
	सर्वे न. 1573 में नाला	00	03	75
	1572/ए	00	14	65
	1572/बी	00	17	38
	1571	00	11	00
	1570	00	09	69
	1584	00	00	28
	1569/1	00	05	56
	1587	00	04	40
	1569/2	00	00	63
	1588	00	08	80
	1589	00	12	24
	1591	00	11	11
	1592	00	10	14
	1593	00	11	33
	1594	00	12	20
	1595	00	07	01
	1596	00	03	36
	1597	00	00	28
	सर्वे न. 1598 में नाला	00	10	36
	1600/बी	00	01	21
	1599/1	00	06	74
	1733	00	00	10
	1599/2	00	06	89
	1732	00	25	09
	सर्वे न. 1731 में रास्ता	00	21	02
	1730	00	03	95
	1729/ए	00	31	84
2) सोमुर	1/ए1	00	16	17
	1/बी1	00	05	42
	1/बी2	00	07	30

1	2	3	4	5
2) सोमुर (निरंतर)	2/1	00	09	53
	2/2	00	09	40
	3/1	00	06	23
	3/2	00	03	78
	4	00	10	53
	7	00	18	63
	8	00	22	56
	9/ए	00	11	17
	218/3	00	17	62
	218/1	00	04	81
	218/4	00	10	46
	220/बी2	00	16	60
	220/बी1	00	15	84
	221	00	36	89
	224	00	26	08
	225/5	00	00	16
	सर्वे न. 239 में रास्ता	00	05	43
	241	00	20	88
	242/2	00	01	94
	242/1	00	24	46
	243	00	10	41
	244/बी2डी	00	00	11
	सर्वे न. 245 में रास्ता	00	06	72
	247/1	00	00	81
	246/ए	00	23	60
	246/बी1	00	15	15
3) कोयम्बाल्ली	675	00	25	10
	676	00	06	50
	677	00	56	14
	679/2	00	06	04
	679/1एच	00	06	00
	678/4	00	16	05
	672/ए	00	26	57
	672/बी	00	03	03
	672/सी	00	18	69
	सर्वे न. 185 में नाला	00	08	48
	184/ए	00	00	14
	186	00	07	67
	187	00	00	98
	188/ए	00	20	18
	188/बी	00	01	74
	191	00	03	98
	192	00	00	92
	193	00	00	29
	223	00	00	10

1	2	3	4	5
3) कौयम्बाल्ली (निरंतर)	434	00	09	37
	433/1	00	04	35
	433/2	00	00	49
	सर्वे न. 432 में रास्ता	00	07	28
	431/2	00	06	29
	376/सी	00	00	45
	सर्वे न. 376/ए में रास्ता	00	09	12
	426	00	00	10
	427	00	00	45
	377/ए	00	45	87
	378	00	17	41
	348	00	01	96
	347	00	02	09
	346	00	04	36
	345	00	11	16
	344	00	08	50
	343	00	04	43
	342	00	00	12
	सर्वे न. 341 में रास्ता	00	16	10
4) भेलप्पालायम	सर्वे न. 939 में नदी	01	15	75
	929/5	00	20	51
	929/4बी	00	01	31
	929/4सी	00	10	80
	929/4ए	00	00	34
	113	00	02	52
	114	00	19	18
	115	00	01	63
	सर्वे न. 112 में रास्ता	00	03	59
	103/2	00	00	39
	105	00	06	80
	106	00	09	81
	107	00	05	93
	109	00	02	71
	86	00	01	92
	84	00	13	35
	83	00	13	53
	82	00	03	94
	81	00	00	10
	71	00	00	77
	72	00	08	57
	73/बी	00	08	99
	73/ए	00	09	02
	74	00	13	64
	75	00	00	95
	सर्वे न. 551 में नाला	00	01	32

1	2	3	4	5
4) मेलप्पलायम (निरंतर)	सर्वे न. 552 में नाला	00	01	78
	553	00	00	10
	533	00	08	76
	535	00	09	31
	534	00	19	07
	536	00	10	88
	528/1	00	06	28
	528/2	00	00	11
	537	00	07	18
	527	00	02	62
	517	00	11	41
	519	00	00	86
	518	00	06	90
	516	00	09	29
	509	00	08	86
	508	00	00	10
	514	00	03	92
	510/2	00	06	47
	487	00	02	93
	510/1	00	01	06
	486/1	00	08	21
	486/2	00	02	76
	474/1	00	00	54
	सर्वे न. 473 में नाला	00	06	88
	सर्वे न. 475 में नाला	00	03	12
	472	00	00	70
	476	00	13	23
	942/1सी	00	03	93
	942/1वी	00	01	61
	सर्वे न. 942/2 में रास्ता	00	08	18
	942/3	00	04	51
	727/ए2	00	33	98
	सर्वे न. 728 में रास्ता	00	12	17
	737/बी1	00	01	02
	737/ए1	00	21	72
	738	00	01	01
	737/ए2	00	17	82
	737/ए3	00	17	17
	737/बी2	00	00	72
	736/ए7	00	17	27
	736/ए8	00	08	66

1	2	3	4	5
4) मेलप्यालायम (निरंतर)	741/1	00	10	13
	741/2	00	09	32
	741/3	00	04	52
	742	00	14	32
	743/2	00	05	38
	743/1	00	13	54
	745	00	05	13
	751	01	02	57
	सर्वे न. 756 में रास्ता	00	00	88
	सर्वे न. 750 में रास्ता	00	03	92
	816/1	00	05	59
	816/2	00	03	22
	816/8	00	33	82
	816/9	00	02	58
	816/3	00	00	10
	816/10	00	18	84
	816/7	00	14	61
	816/11	00	07	12
	815/13	00	04	62
	815/12	00	09	06
	815/14	00	05	47
	815/11	00	00	87
	सर्वे न. 822 में रास्ता	00	21	78
	857/1	00	00	10
	857/2	00	03	59
	857/5	00	05	81
	857/6	00	02	75
	857/3	00	00	40
	857/4	00	01	49
	856	00	00	56
	855/4	00	00	51
	855/1	00	00	18
	855/5	00	00	29
	855/3	00	14	24
	855/2	00	04	51
	854/1	00	09	53
	854/2	00	00	17
	853/2	00	18	84
	853/1	00	16	83
	859/2	00	03	57
	852/1	00	01	27

1	2	3	4	5
4) मेलप्यालायम (निरंतर)	861/3	00	08	70
	861/4	00	06	06
	861/5	00	00	32
	861/2	00	15	69
	861/1	00	25	05
	872/2	00	04	29
	872/3	00	04	28
	873	00	19	95
	874	00	22	32
	875/15	00	21	79
	876/2	00	20	39
5) पुलियुर	1894	00	07	24
	सर्वे न. 1895 में रास्ता	00	03	72
	1887	00	49	93
	1896	00	09	17
	1872	00	59	17
	1870	00	00	10
	सर्वे न. 1854 में रास्ता	00	05	15
	1881	00	72	08
	1866	00	01	00
	1857	00	21	61
	1858	00	21	81
	1859	00	04	78
6) एमुर	62/2डी	00	02	90
	62/2सी	00	10	45
	62/2एफ	00	08	88
	62/2जी	00	01	71
	62/1ए	00	00	21
	62/1एच	00	07	77
	62/1वी	00	19	70
	64/4	00	04	77
	63	00	21	36
	73/20	00	00	10
	73/19	00	05	91
	73/18	00	00	95
	73/14	00	04	45
	73/15	00	02	11
	73/17	00	01	97
	73/16	00	02	70
	73/13	00	01	13
	73/9	00	03	66

1	2	3	4	5
6) एगुर (निरंतर)	73/7	00	13	13
	73/8	00	03	17
	73/6	00	01	56
	74/16	00	05	83
	74/11	00	03	21
	74/15	00	03	01
	74/12	00	02	20
	74/13	00	03	38
	74/14	00	03	28
	75/7	00	03	11
	75/6	00	11	67
	75/5	00	01	41
	75/18	00	03	07
	75/19	00	01	69
	78/5	00	03	92
	78/1	00	07	63
	78/2	00	06	70
	78/3	00	12	73
	सर्वे न. 79 में नाला	00	10	15
	सर्वे न. 90/1 में रास्ता	00	43	01
	90/4बी	00	09	00
	90/4सी	00	04	02
	90/4ए	00	04	50
	90/45	00	16	66
	91/2बी	00	01	16
	91/2ए	00	09	60
	91/2सी	00	19	87
	92/बी2	00	00	89
	92/बी1	00	12	73
	92/ए1	00	03	68
	92/ए2	00	13	64
	93/1ए	00	24	82
	96/3	00	02	93
	96/2	00	18	44
	96/1	00	03	24
	सर्वे न. 97 में रास्ता	00	07	94
	98	00	49	31
	सर्वे न. 101 में रास्ता	00	04	99
	157/1	00	32	34
	157/2	00	13	07
	157/3	00	16	11

1	2	3	4	5
6) एमुर (निरंतर)	149/1	00	01	40
	सर्वे न. 158 में रास्ता	00	06	47
	159/बी	00	28	69
	173/बी1	00	15	43
	173/बी2	00	02	75
	173/ए	00	25	08
	173/सी	00	38	42
	172/3	00	00	10
	174	01	27	17
	178/3	00	04	24
	176/2	00	08	39
	176/1	00	41	85
	177/2	00	06	80
	सर्वे न. 186 में रास्ता	00	05	36
7) मनवडी	604/12	00	11	45
	604/10	00	18	84
	604/11	00	15	91
	604/9	00	12	71
	604/8	00	04	61
	सर्वे न. 620 में रास्ता	00	03	78
	623/2	00	02	53
	623/1	00	86	71
	625/1	00	14	69
	626/1	00	00	73
	625/3	00	03	29
	626/2	00	19	07
	627/1	00	09	48
	627/4	00	09	37
	627/6	00	18	08
	447/2ए	00	00	68
	447/3ए	00	08	58
	447/2बी	00	38	62
	437/2बी	00	13	75
	437/2ए	00	18	78
	437/1	00	04	50
	439/2	00	29	78
	439/1ए	00	27	02
	440	00	01	93
	445/2	00	36	41
	442	00	33	88
	सर्वे न. 672 में रास्ता	00	07	43

1	2	3	4	5
7) मनवडी (निरंतर)	671	00	50	79
	674/1	00	01	46
	675	00	51	56
	676	00	44	62
	677	00	40	40
8) मुक्कननकुरिच्ची	सर्वे न. 32 में रास्ता	00	31	62
	सर्वे न. 33 में रास्ता	00	03	71
	42/ए1	00	20	57
	42/ए2	00	17	18
	42/बी	00	01	62
	41/1ए	00	01	59
	41/1सी	00	02	80
	41/1बी	00	15	87
	41/2	00	18	27
	46/1	00	32	14
	46/2	00	00	19
	46/3	00	21	50
	46/4	00	21	35
	54/2	00	05	17
	सर्वे न. 53 में रास्ता	00	59	49
	52/बी	00	17	61
	52/ए3	00	00	98
	सर्वे न. 62 में रास्ता	00	04	20
	363	00	13	80
	362	00	35	37
	361	00	20	79
	350/बी	00	22	98
	367/ई	00	11	21
	367/ए	00	08	49
	367/बी	00	20	87
	367/सी1	00	03	93
	368/पी	00	07	78
	368/सी4	00	10	44
	368/डी3	00	03	56
	368/डी4	00	00	65
	368/डी5	00	18	59
	368/डी2	00	03	02
	371/ए3	00	00	10
	371/ए2	00	00	25
	371/ए1	00	06	63
	369/3	00	13	18

1	2	3	4	5
8) मुक्तकननकुरिष्ठी (निरंतर)	369/2	00	00	10
	370/ए2	00	10	36
	370/ए1	00	13	93
	370/बी1	00	01	27
	370/बी2	00	20	41
	345	00	01	04
	सर्वे न. 461 में नाला	00	05	46
	सर्वे न. 391 में नाला	00	04	64
	395	00	00	61
	सर्वे न. 445 में रास्ता	00	05	90
	460/1	00	16	32
	459/2	00	27	57
	459/3	00	24	45
	459/4	00	22	01
	सर्वे न. 446 में रास्ता	00	05	83
	444/1	00	39	40
	442/7	00	00	90
	444/4	00	00	10
	442/9	00	54	64
	431/ए1	00	29	95
	431/बी1	00	07	67
	432/4	00	23	96
	432/3	00	04	98
	427	00	10	50
	426	00	17	83
	420	00	99	03
	सर्वे न. 919 में रास्ता	00	04	28
	922/2	00	26	13
	923	00	80	93
	सर्वे न. 929 में रास्ता	00	04	04
	931/2	00	22	74
	931/3	00	22	72
	931/4	00	26	24
	938	00	38	25
	936/3	00	06	72
	937/2	00	30	91
	सर्वे न. 940 में रास्ता	00	00	96
	978/1	00	24	00
	978/2	00	17	51
	978/3	00	07	53
	978/4	00	00	88

1	2	3	4	5
8) मुकदमनकुरिष्ठी (निरंतर)	941/2सी	00	46	09
	977	00	01	67
	942/3	00	22	43
	942/4	00	08	12
	942/5	00	15	92
	943/2	00	46	70
	964/2	00	42	42
	964/1	00	07	39
	सर्वे न. 965 में रास्ता	00	07	27
	1115/5	00	02	11
	1115/4	00	14	48
	1115/2	00	27	49
	1115/3	00	11	17
	1115/1	00	03	97
	1131	00	00	47
	1130/6	00	81	88
	1123/1	00	23	69
	1123/2	00	16	77
	1123/4	00	31	20
	सर्वे न. 1121 में नाला	00	03	82
	1237/1	00	24	27
	1233/बी2	00	05	91
	1237/3	00	00	52
	1237/2	00	04	74
	1233/बी3	00	06	19
	1237/4	00	03	16
	1233/बी4	00	21	19
	1234/3	00	00	10
	1234/1	00	30	72
	1234/2	00	33	74
	1227/3	00	14	17
	1227/4	00	10	07
	1227/5	00	23	42
	1227/6	00	00	33
	1227/10	00	21	68
	1320/19	00	01	59
	1321/6	00	25	62
	1321/5	00	00	15
	1322	00	07	21
	1323/2	00	26	28
	1323/1	00	00	10

1	2	3	4	5
8) मुक्कन्नकुरिच्ची (निरंतर)	1323/5	00	00	77
	1323/4	00	01	23
	1323/3	00	01	70
	सर्वे न. 1325 में रास्ता	00	05	63
	1326	00	36	55
	1327	00	48	45
	1330/3बी	00	03	56
	सर्वे न. 1330/2 में नाला	00	04	34
	1330/1सी	00	00	26
	सर्वे न. 1328/2 में नाला	00	01	16
	1328/1ए	00	00	19
	1329	00	59	06
	1410	00	00	57
	1411/4	00	09	29
	1411/5	00	03	27
	1411/6	00	02	29
	1411/7	00	03	14
	1411/8	00	08	51
	1411/9	00	08	84
	1411/12	00	00	26
	1411/11	00	12	32
	1411/14	00	11	74
	1411/21	00	06	74
	1411/20	00	14	04
	1411/25	00	03	54
	1411/24	00	08	63
	1411/23	00	02	05
	1411/31	00	17	66
	1414	00	67	18
	1424	00	00	29
	1423/1	00	00	65
	1423/6	00	00	69
	1423/7	00	00	98
	1423/9	00	01	30
	1423/13	00	01	10
	1423/14	00	01	16
	1423/15	00	01	41
	1423/16	00	02	07
	सर्वे न. 1415 में रास्ता	00	04	81
	1421/1	00	14	80
	1416	00	11	01

1	2	3	4	5
8) मुक्कननगुरिच्ची (निरंतर)	1417	00	01	45
	1421/7	00	15	46
	1421/8	00	18	85
	1421/11	00	19	10
	1419/1	00	11	68
	1419/2	00	25	34
	1419/6	00	12	79
	1419/7	00	13	12
	1419/10	00	12	64
	1485/1	00	01	33
	1485/11	00	06	44
	1485/12	00	10	39
	1485/16	00	12	79
	1485/17	00	01	25
	1485/24	00	00	75
	1485/25	00	07	89
	1485/26	00	02	10
	1485/22	00	01	31
	1484/8	00	03	54
	1484/9	00	00	48
	1484/14	00	17	74
	1484/16	00	00	34
	1484/15	00	20	83
	1484/17	00	20	61
9) ककवडी पिचपपट्टी	688	00	04	04
	687/5	00	00	67
	687/6	00	54	63
	687/7	00	25	09
	691/3	00	02	50
	691/4	00	41	73
	694	00	85	26
	699/2	00	03	58
	699/1	00	04	06
	699/6	00	03	18
	699/5	00	03	32
	699/9	00	06	57
	699/11	00	07	56
	सर्वे न. 703 में रास्ता	00	04	25
	704	00	63	56
	सर्वे न. 708 में रास्ता	00	02	77
	705	00	76	25

1	2	3	4	5
9) कक्कवडी पिचमपट्टी (निरंतर)	706	00	84	41
	707	00	02	62
	745	00	03	46
	716	00	00	85
	743	00	87	21
	742	00	19	86
	717	00	24	66
	724	00	44	05
	725	00	76	40
	603	00	06	02
	600/5	00	00	10
	600/2	00	19	04
	600/1	00	55	88
	599/1	00	21	10
	601/10	00	00	42
	601/12	00	09	43
	599/3	00	00	10
	601/13	00	37	26
	539/2बी	00	02	81
	539/1	00	00	12
	539/2सी	00	55	25
	564	00	43	98
	565/1	00	01	92
	565/4	00	52	10
	566/ए	00	19	91
	566/बी	00	29	32
	567/ए	00	39	98
	567/बी	00	16	78
	सर्वे न. 559 में रास्ता	00	06	32
	556/3	00	42	00
	558/ए	00	38	15
	558/सी 2	00	24	73
	558/सी 3	00	25	62
	सर्वे न. 474 में रास्ता	00	06	71
	469/ए 2	00	27	03
	469/ए 1	00	01	01
	469/ए 5	00	18	00
	469/बी 3	00	14	98
	469/बी 2	00	30	25
	467/1	00	34	21
	467/2	00	14	26

1	2	3	4	5
9) ककरवडी विद्यमपट्टी (निरंतर)	4 67/3	00	20	90
	455	00	24	57
	454/1	00	04	02
	454/2	00	26	20
	454/3	00	27	08
	454/4	00	00	65
	458	00	46	41
	459	00	41	44
	452	00	63	82
	449	00	60	43
	444	00	40	82
	443	00	39	61
	437	00	70	98

[फा सं. एल.-14014/98/2010 जी.पी.]

स्नेह प्रभा मदान, अवर सचिव

New Delhi, the 13th December, 2010

S. O. 3069.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from terminal point of Vijayawada – Nellore – Chennai pipeline near Tiruttani in Tamilnadu to consumers in various parts of the country, Chennai - Tuticorin pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri S.Rajamanickam, Competent Authority, Relogistics Infrastructure Limited, No. 9D/6D Ramakrishnapuram, Opp.Pillayar Kovil, Karur – 639 001, Tamil Nadu State.

Schedule

Taluk:Karur		District:Karur		State:Tamil Nadu	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Nerur North	2596	01	97	60	
	2606	00	07	04	
	2169	00	23	74	
	2168	00	30	01	
	Nala in Survey No. 2193	00	04	98	
	2194	00	30	11	
	2139	00	09	41	
	2140/2	00	08	78	
	2140/1	00	00	14	
	2142	00	01	30	
	2138	00	02	63	
	2137	00	23	87	
	2136	00	27	79	
	2135	00	01	31	
	2134	00	00	87	
	811	00	04	52	
	815	00	16	49	
	812	00	07	12	
	813	00	08	00	
	814	00	00	42	
	Road in Survey No. 806	00	05	34	
	805/1	00	13	74	
	805/2	00	09	73	
	796	00	05	56	
	793	00	02	30	
	794	00	25	17	
	795	00	09	22	
	840	00	00	10	
	780	00	03	61	
	779	00	21	35	
	880/1	00	06	64	
	880/2	00	01	57	
	879	00	00	10	
	798	00	00	46	
	881	00	03	99	
	892	00	02	41	
	891	00	10	39	

1	2	3	4	5
1) Nerur North (Contd)	890/1	00	05	74
	890/2	00	06	09
	889/1	00	06	72
	889/2	00	05	97
	888/1	00	12	07
	895	00	00	10
	896	00	04	24
	888/2	00	07	96
	887	00	01	41
	897	00	10	24
	898	00	11	11
	899	00	11	09
	900/1	00	05	88
	900/2	00	04	93
	901	00	11	42
	902	00	02	23
	903	00	01	97
	905	00	00	17
	904/1	00	02	91
	939	00	02	39
	904/2	00	05	04
	938	00	13	69
	937/1	00	05	84
	937/2	00	06	21
	936/1	00	13	81
	936/2	00	04	50
	936/3	00	00	46
	923	00	01	92
	931	00	15	28
	932	00	03	11
	933	00	10	95
	Nala in Survey No. 930	00	05	54
	927	00	10	64
	928	00	01	43
	Road in Survey No. 1176	00	01	62
	1185/2	00	04	46
	Road in Survey No. 1185/1	00	14	18
	676	00	77	21
	669	00	56	55
	Road in Survey No. 1190	00	00	91
	Nala in Survey No. 1576	00	02	72

1	2	3	4	5
1) Nerur North (Contd)	1191/1	00	00	10
	1574	00	06	14
	1575	00	09	11
	Nala in Survey No. 1573	00	03	75
	1572/A	00	14	65
	1572/B	00	17	38
	1571	00	11	00
	1570	00	09	69
	1584	00	00	28
	1569/1	00	05	56
	1587	00	04	40
	1569/2	00	00	63
	1588	00	08	80
	1589	00	12	24
	1591	00	11	11
	1592	00	10	14
	1593	00	11	33
	1594	00	12	20
	1595	00	07	01
	1596	00	03	36
	1597	00	00	28
	Nala in Survey No. 1598	00	10	36
	1600/B	00	01	21
	1599/1	00	06	74
	1733	00	00	10
	1599/2	00	06	89
	1732	00	25	09
	Road in Survey No. 1731	00	21	02
	1730	00	03	95
	1729/A	00	31	84
2) Somur	1/A1	00	16	17
	1/B1	00	05	42
	1/B2	00	07	30
	2/1	00	09	53
	2/2	00	09	40
	3/1	00	06	23
	3/2	00	03	78
	4	00	10	53
	7	00	18	63
	8	00	22	56
	9/A	00	11	17

1	2	3	4	5
2) Somur (Contd)	218/3	00	17	62
	218/1	00	04	81
	218/4	00	10	46
	220/B2	00	16	60
	220/B1	00	15	84
	221	00	36	89
	224	00	26	08
	225/5	00	00	16
	Road in Survey No. 239	00	05	43
	241	00	20	88
	242/2	00	01	94
	242/1	00	24	46
	243	00	10	41
	244/B2D	00	00	11
	Road in Survey No. 245	00	06	72
	247/1	00	00	81
	246/A	00	23	60
	246/B1	00	15	15
3) Koyamballi	675	00	25	10
	676	00	06	50
	677	00	56	14
	679/2	00	06	04
	679/1H	00	06	00
	678/4	00	16	05
	672/A	00	26	57
	672/B	00	03	03
	672/C	00	18	69
	Nala in Survey No. 185	00	08	48
	184/A	00	00	14
	186	00	07	67
	187	00	00	98
	188/A	00	20	18
	188/B	00	01	74
	191	00	03	98
	192	00	00	92
	193	00	00	29
	223	00	00	10
	434	00	09	37
	433/1	00	04	35
	433/2	00	00	49
	Road in Survey No. 432	00	07	28

1	2	3	4	5
3) Koyamballi (Contd)	431/2	00	06	29
	376/C	00	00	45
	Road in Survey No. 376/A	00	09	12
	426	00	00	10
	427	00	00	45
	377/A	00	45	87
	378	00	17	41
	348	00	01	96
	347	00	02	09
	346	00	04	36
	345	00	11	16
	344	00	08	50
	343	00	04	43
	342	00	00	12
	Road in Survey No. 341	00	16	10
4) Melappalaiyam	River in Survey No. 939	01	15	75
	929/5	00	20	51
	929/4B	00	01	31
	929/4C	00	10	80
	929/4A	00	00	34
	113	00	02	52
	114	00	19	18
	115	00	01	63
	Road in Survey No. 112	00	03	59
	103/2	00	00	39
	105	00	06	80
	106	00	09	81
	107	00	05	93
	109	00	02	71
	86	00	01	92
	84	00	13	35
	83	00	13	53
	82	00	03	94
	81	00	00	10
	71	00	00	77
	72	00	08	57
	73/B	00	08	99
	73/A	00	09	02
	74	00	13	64
	75	00	00	95
	Nala in Survey No. 551	00	01	32

1	2	3	4	5
4) Melappalaiyam (Contd)	Nala in Survey No. 552	00	01	78
	553	00	00	10
	533	00	08	76
	535	00	09	31
	534	00	19	07
	536	00	10	88
	528/1	00	06	28
	528/2	00	00	11
	537	00	07	18
	527	00	02	62
	517	00	11	41
	519	00	00	86
	518	00	06	90
	516	00	09	29
	509	00	08	86
	508	00	00	10
	514	00	03	92
	510/2	00	06	47
	487	00	02	93
	510/1	00	01	06
	486/1	00	08	21
	486/2	00	02	76
	474/1	00	00	54
	Nala in Survey No. 473	00	06	88
	Nala in Survey No. 475	00	03	12
	472	00	00	70
	476	00	13	23
	942/1C	00	03	93
	942/1B	00	01	61
	Road in Survey No. 942/2	00	08	18
	942/3	00	04	51
	727/A2	00	33	98
	Road in Survey No. 728	00	12	17
	737/B1	00	01	02
	737/A1	00	21	72
	738	00	01	01
	737/A2	00	17	82
	737/A3	00	17	17
	737/B2	00	00	72
	736/A7	00	17	27
	736/A8	00	08	66

1	2	3	4	5
4) Melappalaiyam (Contd)	741/1	00	10	13
	741/2	00	09	32
	741/3	00	04	52
	742	00	14	32
	743/2	00	05	38
	743/1	00	13	54
	745	00	05	13
	751	01	02	57
	Road in Survey No. 756	00	00	88
	Road in Survey No. 750	00	03	92
	816/1	00	05	59
	816/2	00	03	22
	816/8	00	33	82
	816/9	00	02	58
	816/3	00	00	10
	816/10	00	18	84
	816/7	00	14	61
	816/11	00	07	12
	815/13	00	04	62
	815/12	00	09	06
	815/14	00	05	47
	815/11	00	00	87
	Road in survey No. 822	00	21	78
	857/1	00	00	10
	857/2	00	03	59
	857/5	00	05	81
	857/6	00	02	75
	857/3	00	00	40
	857/4	00	01	49
	856	00	20	56
	855/4	00	00	51
	855/1	00	00	18
	855/5	00	00	29
	855/3	00	14	24
	855/2	00	04	51
	854/1	00	09	53
	854/2	00	00	17
	853/2	00	18	84
	853/1	00	16	83
	859/2	00	03	57
	852/1	00	01	27

1	2	3	4	5
4) Melappalaiyam (Contd)	861/3	00	08	70
	861/4	00	06	06
	861/5	00	00	32
	861/2	00	15	69
	861/1	00	25	05
	872/2	00	04	29
	872/3	00	04	28
	873	00	19	95
	874	00	22	32
	875/15	00	21	79
	876/2	00	20	39
5) Puliur	1894	00	07	24
	Road in Survey No. 1895	00	03	72
	1887	00	49	93
	1896	00	09	17
	1872	00	59	17
	1870	00	00	10
	Road in Survey No. 1854	00	05	15
	1881	00	72	08
	1866	00	01	00
	1857	00	21	61
	1858	00	21	81
	1859	00	04	78
6) Emur	62/2D	00	02	90
	62/2C	00	10	45
	62/2F	00	08	88
	62/2G	00	01	71
	62/1A	00	00	21
	62/1H	00	07	77
	62/1B	00	19	70
	64/4	00	04	77
	63	00	21	36
	73/20	00	00	10
	73/19	00	05	91
	73/18	00	00	95
	73/14	00	04	45
	73/15	00	02	11
	73/17	00	01	97
	73/16	00	02	70
	73/13	00	01	13
	73/9	00	03	66

1	2	3	4	5
6) Emur (Contd)	73/7	00	13	13
	73/8	00	03	17
	73/6	00	01	56
	74/16	00	05	83
	74/11	00	03	21
	74/15	00	03	01
	74/12	00	02	20
	74/13	00	03	38
	74/14	00	03	28
	75/7	00	03	11
	75/6	00	11	67
	75/5	00	01	41
	75/18	00	03	07
	75/19	00	01	69
	78/5	00	03	92
	78/1	00	07	63
	78/2	00	06	70
	78/3	00	12	73
	Nala in Survey No. 79	00	10	15
	Road in Survey No. 90/1	00	43	01
	90/4B	00	09	00
	90/4C	00	04	02
	90/4A	00	04	50
	90/45	00	16	66
	91/2B	00	01	16
	91/2A	00	09	60
	91/2C	00	19	87
	92/B2	00	00	89
	92/B1	00	12	73
	92/A1	00	03	68
	92/A2	00	13	64
	93/1A	00	24	82
	96/3	00	02	93
	96/2	00	18	44
	96/1	00	03	24
	Road in Survey No.97	00	07	94
	98	00	49	31
	Road in Survey No. 101	00	04	99
	157/1	00	32	34
	157/2	00	13	07
	157/3	00	16	11

1	2	3	4	5
6) Emur (Contd)	149/1	00	01	40
	Road in Survey No. 158	00	06	47
	159/B	00	28	69
	173/B1	00	15	43
	173/B2	00	02	75
	173/A	00	25	08
	173/C	00	38	42
	172/3	00	00	10
	174	01	27	17
	178/3	00	04	24
	176/2	00	08	39
	176/1	00	41	85
	177/2	00	06	80
	Road in Survey No. 186	00	05	36
7) Manavadi	604/12	00	11	45
	604/10	00	18	84
	604/11	00	15	91
	604/9	00	12	71
	604/8	00	04	61
	Road in Survey No. 620	00	03	78
	623/2	00	02	53
	623/1	00	86	71
	625/1	00	14	69
	626/1	00	00	73
	625/3	00	03	29
	626/2	00	19	07
	627/1	00	09	48
	627/4	00	09	37
	627/6	00	18	08
	447/2A	00	00	68
	447/3A	00	08	58
	447/2B	00	38	62
	437/2B	00	13	75
	437/2A	00	18	78
	437/1	00	04	50
	439/2	00	29	78
	439/1A	00	27	02
	440	00	01	93
	445/2	00	36	41
	442	00	33	88
	Road in Survey No. 672	00	07	43

1	2	3	4	5
7) Manavadi (Contd)	671	00	50	79
	674/1	00	01	46
	675	00	51	56
	676	00	44	62
	677	00	40	40
8) Mookanankurichi	Road in Survey No. 32	00	31	62
	Road in Survey No. 33	00	03	71
	42/A1	00	20	57
	42/A2	00	17	18
	42/B	00	01	62
	41/1A	00	01	59
	41/1C	00	02	80
	41/1B	00	15	87
	41/2	00	18	27
	46/1	00	32	14
	46/2	00	00	19
	46/3	00	21	50
	46/4	00	21	35
	54/2	00	05	17
	Road in Survey No. 53	00	59	49
	52/B	00	17	61
	52/A3	00	00	98
	Road in Survey No. 62	00	04	20
	363	00	13	80
	362	00	35	37
	361	00	20	79
	350/B	00	22	98
	367/E	00	11	21
	367/A	00	08	49
	367/B	00	20	87
	367/C1	00	03	93
	368/P	00	07	78
	368/C4	00	10	44
	368/D3	00	03	56
	368/D4	00	00	65
	368/D5	00	18	59
	368/D2	00	03	02
	371/A3	00	00	10
	371/A2	00	00	25
	371/A1	00	06	63
	369/3	00	13	18

1	2	3	4	5
8) Mookanankurichi (Contd)	369/2	00	00	10
	370/A2	00	10	36
	370/A1	00	13	93
	370/B1	00	01	27
	370/B2	00	20	41
	345	00	01	04
	Nala in Survey No. 461	00	05	46
	Nala in Survey No. 391	00	04	64
	395	00	00	61
	Road in Survey No. 445	00	05	90
	460/1	00	16	32
	459/2	00	27	57
	459/3	00	24	45
	459/4	00	22	01
	Road in Survey No. 446.	00	05	83
	444/1	00	39	40
	442/7	00	00	90
	444/4	00	00	10
	442/9	00	54	64
	431/A1	00	29	95
	431/B1	00	07	67
	432/4	00	23	96
	432/3	00	04	98
	427	00	10	50
	426	00	17	83
	420	00	99	03
	Road in Survey No. 919	00	04	28
	922/2	00	26	13
	923	00	80	93
	Road in Survey No. 929	00	04	04
	931/2	00	22	74
	931/3	00	22	72
	931/4	00	26	24
	938	00	38	25
	936/3	00	06	72
	937/2	00	30	91
	Road in Survey No. 940	00	05	96
	978/1	00	24	98
	978/2	00	17	51
	978/3	00	07	53
	978/4	00	00	88

1	2	3	4	5
8) Mookanankurichi (Contd)	941/2C	00	46	09
	977	00	01	67
	942/3	00	22	43
	942/4	00	08	12
	942/5	00	15	92
	943/2	00	46	70
	964/2	00	42	42
	964/1	00	07	39
	Road in Survey No. 965	00	07	27
	1115/5	00	02	11
	1115/4	00	14	48
	1115/2	00	27	49
	1115/3	00	11	17
	1115/1	00	03	97
	1131	00	00	47
	1130/6	00	81	88
	1123/1	00	23	69
	1123/2	00	16	77
	1123/4	00	31	20
	Nala in Survey No. 1121	00	03	82
	1237/1	00	24	27
	1233/B2	00	05	91
	1237/3	00	00	52
	1237/2	00	04	74
	1233/B3	00	06	19
	1237/4	00	03	16
	1233/B4	00	21	19
	1234/3	00	00	10
	1234/1	00	30	72
	1234/2	00	33	74
	1227/3	00	14	17
	1227/4	00	10	07
	1227/5	00	23	42
	1227/6	00	00	33
	1227/10	00	21	68
	1320/19	00	01	59
	1321/6	00	25	62
	1321/5	00	00	15
	1322	00	07	21
	1323/2	00	26	28
	1323/1	00	00	10

1	2	3	4	5
8) Mookanankurichi (Contd)	1323/5	00	00	77
	1323/4	00	01	23
	1323/3	00	01	70
	Road in Survey No. 1325	00	05	63
	1326	00	36	55
	1327	00	48	45
	1330/3B	00	03	56
	Nala in Survey No. 1330/2	00	04	34
	1330/1C	00	00	26
	Nala in Survey No. 1328/2	00	01	16
	1328/1A	00	00	19
	1329	00	59	06
	1410	00	00	57
	1411/4	00	09	29
	1411/5	00	03	27
	1411/6	00	02	29
	1411/7	00	03	14
	1411/8	00	08	51
	1411/9	00	08	84
	1411/12	00	09	26
	1411/11	00	12	32
	1411/14	00	11	74
	1411/21	00	06	74
	1411/20	00	14	04
	1411/25	00	03	54
	1411/24	00	08	63
	1411/23	00	02	05
	1411/31	00	17	66
	1414	00	67	18
	1424	00	00	29
	1423/1	00	00	65
	1423/6	00	00	69
	1423/7	00	00	98
	1423/9	00	01	30
	1423/13	00	01	10
	1423/14	00	01	16
	1423/15	00	01	41
	1423/16	00	02	07
	Road in Survey No. 1415	00	04	81
	1421/1	00	14	80
	1416	00	11	01

1	2	3	4	5
8) Mookanankurichi (Contd)	1417	00	01	45
	1421/7	00	15	46
	1421/8	00	18	85
	1421/11	00	19	10
	1419/1	00	11	68
	1419/2	00	25	34
	1419/6	00	12	79
	1419/7	00	13	12
	1419/10	00	12	64
	1485/1	00	01	33
	1485/11	00	06	44
	1485/12	00	10	39
	1485/16	00	12	79
	1485/17	00	01	25
	1485/24	00	00	75
	1485/25	00	07	89
	1485/26	00	02	10
	1485/22	00	01	31
	1484/8	00	03	54
	1484/9	00	00	48
	1484/14	00	17	74
	1484/16	00	00	34
	1484/15	00	20	83
	1484/17	00	20	61
9) Kakkavadi Pichampatti	688	00	04	04
	687/5	00	00	67
	687/6	00	54	63
	687/7	00	25	09
	691/3	00	02	50
	691/4	00	41	73
	694	00	85	26
	699/2	00	03	58
	699/1	00	04	06
	699/6	00	03	18
	699/5	00	03	32
	699/9	00	06	57
	699/11	00	07	56
	Road in Survey No. 703	00	04	25
	704	00	63	56
	Road in Survey No. 708	00	02	77
	705	00	76	25
	706	00	84	41
	707	00	02	62
	745	00	03	46
	716	00	00	85
	743	00	87	21
	742	00	19	86
	717	00	24	66
	724	00	44	05

1	2	3	4	5
9) Kakkavadi Pichampatti (Contd)	725	00	76	40
	603	00	06	02
	600/5	00	00	10
	600/2	00	19	04
	600/1	00	55	88
	599/1	00	21	10
	601/10	00	00	42
	601/12	00	09	43
	599/3	00	00	10
	601/13	00	37	26
	539/2B	00	02	81
	539/1	00	00	12
	539/2C	00	55	25
	564	00	43	98
	565/1	00	01	92
	565/4	00	52	10
	566/A	00	19	91
	566/B	00	29	32
	567/A	00	39	98
	567/B	00	16	78
	Road in Survey No. 559	00	06	32
	556/3	00	42	00
	558/A	00	38	15
	558/C2	00	24	73
	558/C3	00	25	62
	Road in Survey No. 474	00	06	71
	469/A2	00	27	03
	469/A1	00	01	01
	469/A5	00	18	00
	469/B3	00	14	98
	469/B2	00	30	25
	467/1	00	34	21
	467/2	00	14	26
	467/3	00	20	90
	455	00	24	57
	454/1	00	04	02
	454/2	00	26	20
	454/3	00	27	08
	454/4	00	00	65
	458	00	46	41
	459	00	41	44
	452	00	63	82
	449	00	60	43
	444	00	40	82
	443	00	39	61
	437	00	70	98

श्रम और रोजगार मंत्रालय

नई दिल्ली, 19 नवम्बर, 2010

का.आ. 3070.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 21/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-10 को प्राप्त हुआ था।

[सं. एल-12012/249/2003-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 19th November, 2010

S.O. 3070—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2004) of the Central Government Industrial Tribunal-cum-Labour Court- Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the Management of Reserve Bank of India and their workman, which was received by the Central Government on 18-11-2010.

[No. L-12012/249/2003-IR(B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR.R.K.YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURTS COMPLEX, DELHI**

I.D.NO.21/2004

Shri B.S.Rawat,
F-222, Moti Bagh I,
New Delhi.

Workman

Versus

The Manager,
Reserve Bank of India,
Parliament Street,
New Delhi-110001.

Management

AWARD

Heavy financial borrowings from various credit and thrift societies besides his employer were incurred by B.S.Rawat, who was employed as a typist with R.B.I. He failed to discharge his liability. The societies wrote to the bank and recovery of installments towards loans were effected from his salary. On 14-6-2001 and 1st August, 2001 letters were issued and Shri Rawat was called upon to submit a statement in respect of his debt liability. He submitted a reply on 17-8-2001 wherein he admitted his total liability towards loans taken from various societies to the tune of Rs.314921. The Reserve Bank of India (herein after referred to as the bank) was of the view that Shri

Rawat was indebted and unable to liquidate his debt liabilities within a reasonable time. Charge sheets dated 31-10-2001 and 23-1-2002 were served upon him. He replied those charge sheets, which reply was found to be unsatisfactory. Enquiry officers were appointed to conduct enquiries against Shri Rawat. Enquiries were conducted and both Enquiry Officers recorded findings against him. The Disciplinary Authority issued a show cause notice to Shri Rawat against the proposed punishment of dismissal from service. Reply submitted by Shri Rawat was considered and the Disciplinary Authority imposed punishment of dismissal from service, vide order dated 24-10-2002. Appeal preferred by him was dismissed on 22-11-2002. Aggrieved by the order of the Disciplinary Authority as well as the Appellate Authority Shri Rawat raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-12012/249/2003-IR(B-I), New Delhi, dated 8-3-04, with following terms:

"Whether the action of the management of Reserve Bank of India, New Delhi in dismissing Shri B.S.Rawat vide Order dated 24-10-2002 is just, fair and legal? If not, what relief the workman is entitled to and from what date?"

2. Claim statement was filed by Shri Rawat pleading herein that he was forced to raise various amounts of loan from the societies and bank to meet his social necessities and huge expenditure on education of his growing children he was in the process of repaying his liabilities through installments. When charge sheets were served upon him, he replied those charge sheets claiming that he was in a position to redeem his liability. His explanation was not considered and enquiries were conducted. He adduced evidence before the Enquiry Officers to the effect that he was in a position to redeem his liability. He gave concrete evidence about his resources and explained that his wife was a permanent employee of Mahanagar Telephone Nigam Limited (in short MTNL), who gave an undertaking that she would be in a position to repay all debts of her husband, out of her accumulated savings etc. Ignoring that evidence, findings were recorded against him. The Disciplinary Authority had not applied its mind and passed an order of dismissal. His appeal was also brushed aside, without consideration of the undertaking given by his wife. He projects that regulation 45 of the R.B.I. (Staff) Regulations, 1948 (hereinafter referred to as the Regulations) is aimed to have work force of the bank debt free and not to penalize the employee with extreme penalty of dismissal. The said regulation was wrongly construed. According to him the dismissal order is liable to be set aside. He claims his reinstatement in service with continuity and full back wages.

3. Contest was given by the bank, pleading that there was a complete lack of financial discipline on the

part of the workman (Shri Rawat). He submitted a statement of his liabilities as on 16-8-2001, wherein it was projected that an amount of Rs.314921 was payable by him to different societies and bank. Subsequently on 27-8-2001 he availed a loan of rupees one lac from Nationalised Bank Employees (SE) Cooperative N.A.Thrift & Credit Society Limited, Rohtak and thus by the end of August, 2001 he was under a liability of Rs. 41492 1 to different societies and banks. On 10-1-2002 he further increased his liability by renewing the loan amount from Jawala Cooperative Urban Thrift and Credit Society Ltd., Jhandewalan Extension, New Delhi, to Rs.1,25,000. He was not in a position to clear his liabilities. His carry home salary during the month of July, August and September, 2002 was just Rs.337, Rs.55 and Rs.67 respectively, which were not enough to effect monthly recoveries towards various loans and advances availed by him from the bank towards vehicle advance, personal computer advance, consumer advance and house loan. In his letter dated 18-9-2001 he claimed that his indebtedness is within his repaying capacity but he failed to honour his commitments, since only a meagre sum of Rs.5000 was paid by him till 4-10-2002, to discharge the loan taken by him from S.B.I., South Extension Part II, New Delhi. His wife showed some interest in his case after show cause notice was served upon him. She projected that she would redeem liabilities of her husband but those liabilities were not redeemed by his wife even till the date of his dismissal.

4. The bank projects that regulation 45 of the Regulations contemplates that an employee who makes a false statement in submission. of statement of his liability or who fails to submit the prescribed statement or appears to be indebted, unable to liquidate his liability within a reasonable time or applies for protection of insolvency court, shall be liable to be dismissed. After having paid a sum of Rs.134236 by 4th of October, 2002 his liabilities were to the tune of Rs.357992. His statement dated 10-10-2002 discloses that two more loans of Rs.38000 from Punjab National Bank, Rohtak Road Branch and, Rs. 45000 from Bank of India, Ashok Vihar Branch were outstanding, besides the aforesaid liability. Thus he not only submitted wrong statement of his liabilities but there was a complete lack of control on his part to check indiscriminate borrowing habit. Therefore, the contention of the workman to the effect that regulation 45 of the Regulations does not envisage the penalty of dismissal is uncalled for. Enquiry reports were based on evidence adduced in the matter. Proper opportunities were given to the workman to defend himself. After consideration of reply to show cause notice, Disciplinary Authority awarded punishment of dismissal, which was proportionate to his misconduct. Appellate Authority considered the entire circumstances and found no justification to interfere in the matter. The bank claims that punishment awarded is in accordance with the rules, as well as proportionate to misconduct of the workman. His claim petition may be dismissed.

5. On pleadings of the parties following issues were settled by my learned predecessor on 15-12-2005.

1 "Whether Regulation No.45 of the R.B.I. Staff Regulation is applicable to the workman in the present case?"

2. As in terms of the reference.

6. Though issue relating to the virus of the enquiry was not framed yet the said proposition was taken up for adjudication. Shri B.S.Rawat (WW1) and Smt. Maheshwari (WW2) appeared as witness on issue relating to the enquiry and the bank tendered enquiry report EX.MW 1/1. After hearing the parties, issue relating to virus of the enquiry was answered in favour of the claimant and against the bank vide order dated 9th of October, 2009.

7. Arvind Kumar, Assistant General Manager, was examined on behalf of the bank to prove misconduct of the claimant. Shri B.S.Rawat and Smt. Maheshwari again tendered their affidavits Ex. WW 1/B and Ex. WW2/B in rebuttal to the evidence adduced by the bank. They were cross examined at length on behalf of the management. No other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri Harish Sharma. authorised representative, advanced arguments on behalf of the claimant. Shri R.Mehndiratta. authorised representative, raised his submissions on behalf of the bank. Written submissions were also filed by the parties. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

ISSUE NO. 1.

9. Shri Arvind Kumar Assistant General Manager highlights facts which led to the present controversy. He unfolds that Shri Rawat was appointed as peon in R.B.I. on 1-2-1973. On 4-4-1977 he was promoted as typist. He was posted in R.B.Secretariate, New Delhi after his promotion. Service conditions of employees of Reserve Bank of India are governed by the Regulations. copy of which is EX.MW 1/2 Shri Rawat was supposed to submit his statement in respect of his indebtedness on 30th of June as well as on 31st of December, every year which statements were not filed by him. Letters were received from Jawala Cooperative Urban Thrift and Credit Society, State Bank of India, South Extension, New Delhi, Nationalised bank Cooperative Credit and Thrift Society, Delhi Nagrik Sehkari Bank Ltd., Bank of Maharashtra and others, asking the bank to deduct installments of loans availed by Shri B. S. Rawat and to make payment to the aforesaid societies and banks, since Shri Rawat had failed to make payment of loans availed by him. In that context letter dated 3-4-2001, copy of which is Ex. MW 1/3 was issued to Shri Rawat. Since that letter was not replied, hence a reminder dated 25-5-2001 was issued, copy of

which is Ex. MW 1/4. Vide his letter dated 11-6-2001 Shri Rawat submitted his liability statement as on 11-6-2001 which letter and statements are Ex. MW1/5 and Ex. MW/6. In the liability statement Shri Rawat admitted his liabilities towards various banks and societies. However, he has concealed his liability towards Bank of Maharashtra, who served a legal notice on the bank, copy of which notice is Ex. MW1/7. On 1st of October, 2002, a letter was issued to Shri Rawat, calling upon him to explain his liability towards Bank of Maharashtra, which letter is Ex. MW1/8. Though he was commanded to submit his liability statement, but he opted not to furnish the same. Show cause notice Ex. MW1/9 was issued, which was replied by him on 18-2-2001, copy of which reply is Ex. MW1/10. On 27-8-2001 National Bank Employees (S.E.) Cooperative N.A. Thrift and Credit Society, Green Road Rohtak wrote a letter disclosing that Shri Rawat had taken a loan of rupees one lac from the said society, installment of which loan were not paid by him. Copy of the said letter is Ex. MW1/11. On 6-12-2001 a show cause notice was issued to Shri Rawat, copy of which is Ex. MW 1/12. He submitted his reply vide letter dated 18-12-2001, copy of which is Ex. MW1/12. Liability status of Shri Rawat as on 10-10-2002 has been shown in Ex. MW1/17, which document projects that there was a liability of Rs.667892.10 against him on that date. He projects that letters Ex.MW1/18, Ex. MW1/22 alongwith letters Ex. MW1/23, Ex.MW1/24, Ex.MW1/25, Ex. MW1/26, Ex. MW1/35, Ex. MW1/36, Ex. MW1/41, Ex. MW1/42, Ex. MW 1/43, Ex. MW 1/44, besides other documents were received from various credit and thrift societies and banks calling upon the bank to make payment of installments in respect of loans, which were availed by Shri Rawat. He unfolds that Ex. MW 1/40 depicts salary particulars of Shri Rawat for various years out of which it can be noticed that many a times his carry home salary was zero. Shri Rawat was unable to discharge his liability in respect of various loans and advances taken by him from thrift and credit societies and banks. He further unfolds that Shri Rawat was under an obligation to give his liability statement on command given by the bank. Shri Rawat gave three liability statements on three arbitrary dates which were not definite.

10. In his affidavit Ex. WW1/B Shri Rawat projects that the authorities were having bias against him. In the said affidavit he does not dispute his liabilities, which were highlighted by Shri Arvind Kumar in his testimony. During the course of his cross examination, he concedes that Ex.MW1/7 details correct statement of his liabilities. He further admits that Ex. MW 1/40 projects his carry home salary in respective months. His carry home salary was meagre since the bank used to deduct installments towards loan availed by him. When his carry home salary was negligible, in those periods his wife used to maintain his family. He concedes that on 24-9-2002 his wife took a loan of Rs. 1,25000 from Jawala Cooperative Credit and

Thrift Society for which loan he stood surety. He concedes that on 10-10-2002 a sum of rupees three lacs seventy nine thousand was outstanding against him (as a principal borrower). He feigned ignorance as to from what source he would have repaid the loans in September, 2002, when his income was absolutely nil.

11. Smt. Maheshwari Devi sworn in her affidavit Ex. WW2/B that she is a permanent employee of MTNL and her present emoluments are Rs. 30000 per month. When she came to know about indebtedness of her husband, she offered her help for clearance of loans. She tried to explain those facts to the Competent Authority but he refused to meet her. In her cross examination, she concedes that in Ex. WW2/B she had concealed factum of obtaining a loan of Rs.125000 from Jawala Cooperative Credit and Thrift Society on 24-9-2002. She further admits that from the date of her writing letter Ex. WW1/33 till dismissal of her husband she had not paid any money to the bank. She admits that Jawala Cooperative wrote a letter to the bank for recovery of loan installment from the surety i.e. her husband.

12. Out of facts testified by rival parties, it is evident that Shri Rawat had obtained loans and advances from various Credit and Thrift Society and banks. As on 10-10-2002 he was indebted to the extent of Rs.379714 as a principal borrower and to the extent of Rs.288177.10p as surety for various loans. He could not repay the amount so obtained by him from various banks and Credit and Thrift Societies, who wrote letters to the bank for recovery of installments of loan amounts, out of salary of Shri Rawat. Smt. Maheshwari Devi wife of Shri Rawat had also obtained a loan of Rs.1,25000 from a Credit and Thrift Society for which loan her husband stood surety. She also failed to make payment, of that loan amount and Credit and Thrift Society wrote a letter to the bank for recovery of loan installments from the surety, her husband. Though she wrote a letter Ex. WW1/33 to the Disciplinary Authority of her husband, yet she had not paid even a single penny to discharge liabilities of her husband, till the date of his dismissal. It is also emerging out that the claimant was under an obligation to submit his liability statements, in respect of his indebtedness on 30th of June and 31st of December, every year. However he submitted three statements on three arbitrary dates.

13. The Regulations has been proved as Ex.MW1/2, by Shri Arvind Kumar. It is not disputed that the Regulations govern service conditions of the claimant. Regulation No.45 creates an obligation on an employee who is in debt, to furnish statement in respect of his indebtedness half yearly as on 30th of June and 31st of December, besides steps which he intends to take to rectify his position. In case of submissions of false statement or failure to submit a statement or on remaining unable to liquidate debt liability within a reasonable time, he entails a penalty of dismissal. convenience, contents of regulation 45 are reproduced thus:

“45. An employee who is in debt shall furnish to the Competent Authority a signed statement of his/her position half-yearly as on the 30th June and 31st December, and shall indicate in the statement the steps he/she is taking to rectify his/her position. An employee who makes a false statement under this regulation or who fails to submit the prescribed statement or appears unable to liquidate, his/her debts within a reasonable time or applies for the protection of a insolvency court shall be liable to dismissal.

Explanation: 1. For the purpose of this regulation an employee shall be deemed to be in debt if his/her total liabilities exclusive of those which are fully secured exceed his/her substantive pay for twelve months.

Explanation: 2. An employee shall be deemed to be unable to liquidate his/her debts within a reasonable time if it appears having regard to his/her personal resources and unavoidable current expenses that he/she will not cease to be in debt within a period of two years.

14. Provisions of regulation 45 are based on the proposition that an employee should not incur unreasonable indebtedness, which liability he is unable to liquidate within a reasonable time. It is implicit that an employee should provide a standard family with food, shelter, clothing, medical care and education of children appropriate to his status in life and for that purposes he should have means in his hands. In case of unreasonable indebtedness of an employee, which liability he cannot liquidate continuous for an unreasonable period then that situation would result in sweated labour, reduce his work efficiency and thereby diminish the productivity of the institution where he is working. Therefore, the amount which should be available in the hands of an employee, after making payments towards his loan liabilities, must provide not merely for bare subsistence of life but also for preservation of his efficiency and for education of his children, medical requirement and amenities of frugal comfort with an ability to provide for old age and evil days. Social and ethical implications of arithmetic and economics of money, received by an employee from his employer, cannot be ignored in the present age. Economic upliftment of labour is important for securing industrial peace, which is essential to increase inefficiency and national productivity. Therefore, an amount of money, which should remain in his hands should enable an employee to cover his bare fooding needs and keep himself above starvation and to provide frugal comfort to his family.

15. To ascertain as to what an amount should be there in the hands of an employee, which may provide not merely for bare subsistence of his life but also for preservation of his efficiency, provisions of regulation 45 were engrafted. To assess that amount an adjudicating authority has to take into consideration the standard of working class family, consisting of three consumption units, for one earner, minimum food requirement on the basis of net intake of calories, recommended for an average Indian adult of moderate activity, clothe requirement as per capita consumption of 18 yards per annum for one person, requirement of shelter/house, fooding, lighting and other miscellaneous items of expenditure, education of children, medical requirement, minimum recreation including festivals /ceremonies and provisions for old age, marriage etc.

16. How a case of indebtedness for an employee of the bank is to be considered? Answer to this proposition is provided in explanation (1), appended to regulation 45. It has been projected therein that when total liabilities, exclusive of those which are fully secured, exceeds his substantive pay for 12 months, the employee shall be deemed to be in debt. Having regard to his personal resources and unavailable current expenses, if an employee will not be able to come out of such indebtedness within a period of two years, he shall be deemed to be unable to liquidate his debt liabilities, within a reasonable time, projects explanation(2) appended to the said regulation.

17. In order to assess whether the claimant fell within the mischief of regulation 45 of the Regulations, facts unfolded by Shri Arvind Kumar are to be scanned again. Before adverting to that exercise, it is expedient to know as to what “pay” and “substantive pay” means. Clause (f) of regulation 3 defines pay as follows:

“(f) “Pay” means the amount drawn by an employee as —

- (i) the pay which has been sanctioned for a post held by him/her substantively or in an officiating capacity, or to which he/she is entitled by reason of his/her position in a cadre;
- (ii) special pay and personal pay;
- (iii) any other emoluments which may be specially classed as pay by the Central Board ;”

18. Substantive pay has been defined by clause (g) of regulation 3 as to mean “the pay to which an employee is entitled on account of a post to which he or she has been appointed substantively or by reason of his/her substantive position in a cadre”. Therefore, for assessing as to what pay of the claimant was for 12 months for the relevant period Ex.MW/40 is to be considered. This document highlights salary particulars of the claimant for

the period between April, 99 to October, 2002. His substantive pay for the month of May, 2001 was Rs. 12328 and for the month of October, 2001 was Rs. 12420. His substantive pay for the month of January, 2002 remained the same as was for the month of October, 2001. Therefore, the claimant can incur a liability of Rs. 1,49,040, exclusive of fully secure liability, without falling within the mischief of regulation 45 of the Regulation.

19. He took loan for the first time on 2-6-99, amounting to Rs. 75,000 with interest rate of 18% per annum, which fact emerge out of documents Ex.MW1/24, Ex.MW1/25, Ex.MW1/26 and Ex. MW1/28. He could discharge that liability completely on 13-9-2002, when he deposited a sum of Rs. 26,950, by raising a fresh loan. He raised a loan of Rs. 62,400 on 2-2-2000 from, State Bank of India, South Extension, Part-II, New Delhi, which fact emerge out of documents Ex.MW1/9, Ex.MW1/31 and Ex.MW1/32. Another loan of rupees one lac was taken by him from Jawala Cooperative Urban Thrift and Credit Society Ltd., Jhandewalan Extension, New Delhi on 24-10-2000, as is evident out of document Ex.MW1/20. His total liability from the above loans came to Rs. 2,37,400, which exceeded ceiling limit of Rs. 1,49,040.

20. Claimant was not oblivious to the fact that regulation 45 of the Regulations enjoins a duty upon him, not to incur a debt liability exceeding an amount of his Substantive pay for 12 months. This fact emerge out of the circumstances when he raised loan of Rs. 50,000 from Bank of Maharashtra, East Patel Nagar, New Delhi on 16-11-2000, but opted to conceal that fact from his employer. He filed his three liability statements on 11-6-2001, 16-8-2001 and 10-10-2002, wherein he concealed factum of obtaining aforesaid loan. The said loan was paid by him on 8-10-2002 by depositing a sum of Rs. 57,634, taken as advance from his father in law. He took a loan of Rs. 50,000 from Bank of India, Ashok Vihar as emerge out of documents Ex.MW1/17 and Ex.MW1/41, which liability was not disclosed by him in statement dated 11-6-2001 and 16-8-2001. He disclosed that liability for the first time in his statement dated 10-10-2002. He also obtained a loan of Rs. 54,400 from Punjab National Bank, New Rohtak Road, Delhi, in the year 2001, as is evident from Ex.MW1/17 and Ex.MW1/42. This liability was not disclosed by him to the bank in his statement dated 11-6-2001 and 16-8-2001. He disclosed that liability for the first time in his statement dated 10-10-2002. He obtained a loan of rupees one lac from National Bank Employees (SE) Cooperative N.A. Thrift and Credit Society, Green Rohtak on 27-8-2001, as emerge out of Ex.MW1/11, Ex.MW1/12 and Ex.MW1/13. That loan was finally paid on 21-9-2002 by raising fresh loan on 24-9-2002. He stood a surety for one Rahul, who took a loan of Rs. 75,000 on 15-6-99 from Delhi Nagrik Sehkari Bank Ltd., Subzi Mandi, which liability was not disclosed by him. On receipt of letter dated 31-10-2001 any installment of Rs. 3,000 PM was deducted from his salary w.e.f.

November, 2001. This liability was not disclosed by him in the above three liability statements. He stood surety for a loan amount of Rs. 1,25,000 obtained by his wife on 24-9-2002 and that liability was also not disclosed by him. The bank received a requisition on 14-7-2004 in that regard. Therefore, all these facts make it clear that the claimant was well aware of his obligations, as contained in regulation 45 of the Regulations. He concealed facts from his employer, with a view to evade liability.

21. Shri Arvind Kumar deposed in bold words that table Ex.MW 1/17 projects a liability of Rs. 667,892.10 against the claimant as on 10-10-2002. In his testimony the claimant does not dispute those facts. As emerge out of Ex.MW1/40 from June, 2000 onwards till October, 2002 the claimant had received almost nil salary. His loan liability, as unfolded by him or through the documents received from various Credit and Thrift Societies and banks was amounting to Rs. 3,79,715, besides a liability of Rs. 1,25,000 as surety for his wife. Therefore, it is evident that the claimant incurred a liability which exceeded his substantive pay for 12 months. He was not in a position to liquidate that liability, since he could not receive any pay for almost 29 months. Therefore, it is evident that for a period of two years the claimant was unable to liquidate his liability and thus he was deemed to be in debt. Regulation 45 was applicable to his case in all its four corners.

22. Claimant submitted three liability statements before the bank on three arbitrary dates, viz. 11-6-2001, 16-8-2001 and 10-10-2002. Regulation 45 casts an obligation on the claimant to submit his liability statements half yearly as on 30th of June and 31st of December, every year. These liability statements do not answer the obligation under which the claimant has to submit liability statement half yearly. Furthermore, he concealed certain liabilities in Ex. WW 1/6 and Ex. WW 1/16, since certain indebtedness were disclosed by him for the first time in his liability statement dated 10-10-2002. In respect of other liabilities he opted not to inform the bank at all, in any of the three statements referred above. Therefore, it is evident that he failed to file the prescribed liability statement as well as made false statement to his employer. He made his accountability established under regulation 45 of the Regulations in that regard too. In view of the reasons detailed above, it is apparent that the claimant fell within the mischief of regulation 45 of the Regulations and cannot agitate that he is not liable to the consequences detailed therein. Issue is, therefore, answered in favour of the bank and against the claimant.

ISSUE NO. 2

23. Shri Arvind Kumar unfolds that table Ex. MW1/17 depicts liability of the claimant as on 10-10-2002. As per figures arrived at, liability of the claimant on 10th of October, 2002 is Rs. 667,892.10. As and when any bank raised liability against Shri Rawat in respect of advance

obtained by him from that bank, the bank sought explanation of the claimant in that regard. Shri Arvind Kumar also proved table Ex.MW1/40 wherein salary particulars of the claimant for various years have been detailed. When Ex.MW1/40 was perused substantive pay of the claimant was found to be 18867.80 p. for the month of October, 2002. His liability, exclusive of those which were fully secured, ought not to have been exceeded a sum of Rs.2,26,413 in October,2002. Therefore, it is evident that on October,2002 his liability exceeded to the amount of his substantive pay for 12 months. He was deemed to be in debt in October, 2002. As projected in EX.MW1/40 in October,2002 his carry home salary was Rs. 2 only, since deductions towards loans/advance obtained by the claimant from various credit and thrift societies and banks were effected by the bank. The claimant was not in a position to redeem his liability within a period of two years and thus he was deemed to be unable to liquidate his debt within a reasonable time. 24. What was the position two years prior to October, 2002? For an answer to this proposition one has to scan documents proved by Shri Arvind Kumar in that regard. Documents Ex.MW1/24, Ex.MW1/25, Ex.MW1/26 and Ex.MW1/28 highlight that the claimant started taking loan as early as in June,99, when a sum of Rs.75000 was taken by him from Delhi Nagrik Sehkar Bank Ltd., Subzi Mandi, Delhi on 2-6-99. He again took a loan of Rs.6244 from State Bank of India, South Extension Part-II, New Delhi, on 2-6-2000, as projected by documents Ex.MW1/7, Ex.MW1/31 and Ex.MW1/32. A loan of rupees One lac was taken by him from Jawala Cooperative Urban Thrift and Credit Society, Jhandewalan Extension, New Delhi, on 24-10-2000, as reflected in Ex.MW1/20. Therefore, his liability towards the aforesaid loans were (Rs. 75000 + Rs. 62400 + Rs.100000) Rs.2,37,400, besides interest as in October, 2000. As per chart Ex.MW1/40 his substantive pay in October, 2000 was Rs.11945. To remain away from the mischief of regulation 45 he ought not have raised loan liability beyond a sum of Rs. 1,43,340. Thus it is evident that in October, 2000, his total liabilities exceeded his 12 months substantive pay and he was deemed to be in debt in that month.

25. Since June, 2000 till October, 2002 carry home salary of the claimant has been negligible. In June,2000, he was paid a sum of rupees one only towards his salary, after deduction of installments towards loans/advance obtained by him from various Credit and Thrift Societies and banks. In the like manner he got a sum of rupees one as his salary in July, 2000, Rs.39 in August, 2000, nil for the month of September, October, November, and December, 2000, Rs.122 for January,2001, Rs.1 for February, 2001, Rs.212 for March, 2001, Rs.1247 for April, 2001, Rs.1 each for the month of May, June, July, August and September, 2001, nil for October and November, 2001, Rs. 102 for December, 2001 Rs.580 for January, 2002, Rs. 291, for February, 2002, nil for March, 2002, Rs.125 for

April, 2002, Rs. 446 for May, 2002, Rs.1368 for June, 2002, Rs.337 for July, 2002, Rs. 55 for August, 2002, Rs. 67 for September, 2002, Rs.2 for the month of October, 2002, as depicted in Ex. MW1/40. Consequently, it is emerging over the record that the claimant was not in a position to redeem /liquidate his debt liability for a period of two years and in fact he could not liquidate that liability within reasonable time. It is evident that the bank has been able to establish that the claimant was in debt from October, 2000 till 2002 and he could not liquidate that debt liability within the period reasonable period. It amounts to misconduct, as coined by regulation 45. The bank could establish facts to the hilt in that regard.

26. Shri Arvind Kumar unfolds that claimant filed three liability statements on arbitrary dates, one was filed by him on 11-6-2001, the other on 16-8-2001, and last one on 10-10-2002. As per obligations contained in regulation 45 of the Regulations, the claimant was under an obligation to file his liability statement on 30th June and 31st December, every year, for which he remains in debt. At the cost of repetition it is said that the claimant had not disclosed his liability towards loan of Rs. 50000 obtained by him from the Bank of Maharashtra, East Patel Nagar, New Delhi on 16-11-2000 in none of the liability statements. He had also concealed his liability of Rs.50000, in respect of loan obtained by him from Bank of India, Ashok Vihar in the year 2001 in statements dated 1-6-2001 and 16-8-2001. Loan of Rs.54400 was obtained by him from Punjab National Bank, New Rohtak Road, in the year 2000, which liability was not disclosed by him in his statements dated 11-5-2001 and 16-8-2001. He stood surety to loan obtained by Rahul for a sum of Rs.75000 from Delhi Nagrik Sehkar Bank Ltd. on 15-6-99, which liability was not disclosed by him in none of liability statements submitted by him to the bank. He also stood surety for his wife when she obtained a loan of Rs. 1,25000 on 24-9-2002 from Jawala Cooperative Urban Credit and Thrift Society Ltd., South Extension, New Delhi, which liability was also not disclosed by him to the bank. He could not rebut the facts in that regard. Therefore, it is evident that he made false statement, when he gave details of his liabilities in statements dated 11-6-2001, 16-8-2001 and 10-10-2002. He also failed to submit statements on 30th of June and 31st of December, every year, for the period in which he was in debt. Therefore, the claimant made false statements in respect of his debt liability and also opted not to make statements half yearly. Thus it is evident that the bank could establish his misconduct in that regard too.

27. Much hue and cry was raised by the claimant that his wife Maheshwari Devi wrote to the bank on 16-9-2002, claiming that she was ready to discharge liabilities of her husband. Letter EX.MW1/33 alongwith salary slip of Smt. Maheshwari Devi has been proved as Ex.MW1/34. The bank processed her application and considered her salary certificate. It came to light that she

had also taken various advances and did not have capacity to discharge liabilities of her husband. Though she wrote to the bank on 16-9-2002, promising to discharge liabilities of her husband, yet she raised a loan of Rs. 1,25,000 on 24-9-2002 from Jawala Cooperative Urban Credit and Thrift Society, for which loan her husband stood surety. Those facts, deciphered by documents Ex. MW1/35, Ex. MW1/36 and Ex. MW1/37, make it clear that Smt. Maheshwari Devi was not in a position to redeem liabilities of her husband. Therefore, contention of the claimant that the bank ought to have given an opportunity to his wife to discharge his liabilities, is unfounded.

28. Shri Arvind Kumar unfolds that on 12-11-2001 a letter was received from Nationalised Bank Employees Cooperative Society, informing them that Shri Rawat had filed a false affidavit before that society, besides wrong details of outstanding dues against him. Copy of the letter, affidavit and loan statement are Ex. MW 1150, Ex. MW 1/51 and Ex. MW1/52 respectively. When Ex. MW1/51 was perused, it came to light that Shri Rawat furnished an affidavit, swearing therein that he was not a member of any other cooperative credit society except the mortgagee Bank. Therefore, it is obvious that the said affidavit was false to the knowledge of the claimant. It has been projected that a fabricated document was submitted by Shri Rawat and investigation was conducted in that regard. Shri B.N. Srivastava, hand writing expert, gave his report Ex. MW1/53 wherein he opined that signatures of Shri Surender Kumar Kakkar were forged, while obtaining loan from Nationalised Bank Employees (S.C. Cooperative N.A.) Credit & Thrift Society Ltd. by the claimant. Neither report Ex. MW1/53 nor testimony of Shri Arvind Kumar were questioned by the claimant in that regard. Therefore, it is emerging that while obtaining loan from the society the claimant gave false affidavit, besides a forged certificate alleged to have been issued by Surender Kumar Kakkar, Assistant Manager of the Bank. The bank could establish that in obtaining loan from the said Credit and Thrift Society claimant had used illegal means also. Misconduct in that regard has also been proved against him.

29. What would be the appropriate punishment for the claimant, for misconducts referred above? Claimant was dismissed by the bank. Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short the Act), it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however,

laid down in Bengal Bhatdee Coal Company [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

30. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in Hind Construction and Engineering Company Labour [1965 (1) LLJ 462]. Likewise in Management of the Federation of Indian Chambers of Commerce and Industry [1971 (II) LLJ 630] the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In Ram Kishan [1996 (I) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

31. In B.M.Patil [1996 (11) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the Disciplinary Authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

32. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in Sanatak Singh (1984 Lab. I.C.817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in Kachraji Motiji Parmar [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11-A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

33. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to

various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

34. As held above, the claimant could not manage his economic functions in a manner which ought to have kept him away from the mischief of regulation 45 of the Regulations. He incurred debt liability from various Credit and Thrift Societies and banks and reached a stage of indebtedness, which liability he was unable to liquidate within a reasonable period. When he could not discharge his liabilities, the creditors wrote to the bank who had to deduct installments towards loan amount from his salary. It resulted that his carry home salary for a considerable long period remained nil. A sweated labour cannot discharge his official duties diligently that too to the satisfaction of his employer. Therefore, such misconduct may require the employer to punish his employee for it.

35. An obligation was there on the claimant to submit his liability statements to his employer half yearly, when he incurred loans from various Credit and Thrift Societies as well as banks. Neither, he informed his employer about liability so incurred and when commanded to do so he did not submit correct liability statements. Such misconduct make it clear that the claimant has not been honest to his duties as well as to his employer. He submitted false affidavit to obtain an advance from Jawala Cooperative Credit and Thrift Society. He also gave a fabricated certificate purported to have been issued by Shri Surender Kumar Kakkar and induced Jawala Cooperative Society to grant loan to him. Consequently it is emerging that he had committed serious misconducts, which reflects on his moral turpitude.

36. The bank claims that punishment of dismissal is appropriate punishment for misconducts omitted by the claimant. On the other hand Shri Harish Sharma presents that the claimant rendered 29 years service with the bank. He argued that prior to 1999 service rendered by the claimant has been meritorious, without any blame. Accordingly to him those facts are to be taken into account while awarding punishment to the claimant. Factum of his good services prior to 1999 are not in dispute. Therefore, a balance of aggravating factor and extenuating circumstances is to be maintained by this Tribunal while awarding punishment to him.

37. In Firestone Tyre and Rubber Company of India Pvt. Ltd., [1973(1) LLJ 278] Apex Court ruled that when the employer did not hold any enquiry or the enquiry was found to be defective, the Tribunal would not have to consider only whether there was a prima facie case. On the other hand, the issue about merits of the impugned order of dismissal or discharge is also before the Tribunal and the latter, on the evidence adducted before it has to decide for itself, whether the misconduct alleged is proved? In such cases, point of exercise of managerial function does not arise at all. Once the misconduct is proved either in the enquiry conducted by an employer or by evidence placed before the Tribunal for the first time, punishment imposed cannot be interfered with by the Tribunal except in cases where the punishment is so harsh as to suggest victimization. In a case, after setting aside the order of dismissal, whether a workman should be reinstated or paid compensation is within the judicial discretion of the Tribunal. Therefore, the Tribunal has to consider whether misconduct proved warrants punishment of dismissal or discharge.

38. As detailed above, the claimant rendered 29 years of service to the bank and till 1999 he had not incurred any liability, which may push him in a situation of indebtedness, which liability he would be deemed to be unable to liquidate within a reasonable time. Therefore, it is emerging over the record that after 1999 till 2002 financial position of the claimant reached at a phase where he could not exercise any check over it. He did indiscriminate borrowing and submitted fabricated document to one of the Credit and Thrift Society. He concealed his affairs with the bank, when he opted not to submit his liability statement.

39. Whether misconducts committed by the claimant are so grave where punishment of dismissal would be justified? Economic affairs of the claimant, over which he opted not to exercise any control, pushed him in doldrums. Not only that he committed misconduct of presenting false affidavit and fabricated document before a Credit and Thrift Society, but opted not to present clear facts before his employee. That fact makes it clear that confidence cannot be reposed in such an employee. Therefore, it cannot be expected from the bank to retain him in service. But punishment of dismissal entails heavy consequences on the claimant, besides forfeiture of meritorious services, rendered by him in past. Therefore, punishment of dismissal would be too harsh and may give an inference of victimization too. Taking into account all these aspects, I am of the considered view that punishment of discharge simpliciter would be adequate punishment in the case, where the claimant would be entitled for his retiral benefits. Consequently punishment of discharge simpliciter is substituted for the punishment of dismissal awarded by the bank to the claimant, which punishment would operate from the date of punishment, awarded to him by his employer. With this substitution or punishment an award

is passed. It be sent to the appropriate Government for publication.

Dated : 28-9-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2010

का.आ. 3071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 73/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/498/98-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 19th November, 2010

S.O. 3071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the Management of State Bank of Patiala and their workman, received by the Central Government on 16-11-2010.

[No. L-12012/498/98-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR.

Industrial Dispute No. 73 of 99

BETWEEN

Sri Arun Kumar,

S/o Sri Ram,

Village Khnpur & Post Saria Akil,

Allahabad.

AND

State Bank of Patiala,

The Assistant General Manager,

Secretariat Zonal office/Regional office,

Connaught Place,

C-31/32, New Delhi.

AWARD

1. Central Government Industrial Tribunal cum Labor Court has referred the dispute by notification No. L-12012/498/98-IR (B-1) dated 26-3-99 which is as under:—

2. Whether the action of the management of State Bank of Patiala in terminating the services of Sri Arun Kumar with effect from 28-2-98 is justified? If not what relief the workman is entitled for?

3. Brief facts are-

4. The claimant is enrolled with the Local Employment Exchange, Allahabad and that when it came to his notice that one permanent post of Water Boy is created in the State Bank of Patiala Kydganj, Allahabad, had made an application for his appointment as Water Boy along with full bio-data to the bank. Thereafter, his name was forwarded by the employment exchange and the selection process was held with the permission of AGM of the Bank. The petitioner was selected as Water Boy and he was issued an appointment letter in this regard on 21-1-97.

5. It is the further case of the petitioner that under instruction of the Assistant General Manager, the selection of the petitioner has been made and information in this regard was sent by the branch manager to the Assistant General Manager of the opposite party bank. On the basis of above the petitioner started working under the opposite party bank and worked with sincerity, honesty and left no room for complaint of his superior. The petitioner had also performed the work of permanent nature of the post in the branch. It is also the case of the workman that while he was working at the branch the branch manager again sought certain names from the employment exchange for recruitment of Kahar. The petitioner was working as Kahar. The petitioner has completed 240 days of continuous service with the opposite party. Claimant's appointment has been made against a permanent vacancy therefore, there was no need for holding selection of Kahar in place of the claimant. The claimant was neither issued any termination order nor the opposite party complied the mandatory provisions of the Industrial Disputes Act, 1947, at the time of dispensation of the service of the claimant i.e. neither he was paid any notice, notice pay nor retrenchment compensation as provided under section 25F of the Act, therefore, it amounts to retrenchment as defined under section 2(oo) of the Act, therefore, the same is bad in law and is liable to be set aside and the workman be therefore be held entitled for his reinstatement in the services of the bank with full back wages and all consequential benefits.

6. As against it the opposite party bank has contested the claim of the claimant alleging that the claimant was engaged as a daily rated part time casual labour or fetching and storing water which was a occasional, intermittent and fluctuating nature of work according to banks exigencies on the basis of no work no pay and did not hold any regular or permanent post in the in any cadre what so ever. No time was fixed for his arrival and departure in the bank. Claimant was not signing the muster roll meant for regular and permanent employees.

The claimant never paid any regular wages or facilities as available to permanent employees of the bank. The petitioner was never appointed on regular basis as claimed by him. No appointment letter was ever issued in favour of the claimant. Claimant had also never completed 240 days of continuous service under the opposite party in any capacity whatsoever. Claimant had been paid for on or two hours on casual basis whenever work of water boy was taken by him. It has been alleged that the bank had never terminated the service of the claimant, therefore, question for extending the benefits of the provisions of various section enshrined under the Act does not arise at all. Claimant of his own accord had left the part time service with effect from 22-11-97 and the opposite party had never terminated his service with effect from 28-2-98 as alleged by him. The service conditions applicable to regular and permanent employees of the bank were not at all applicable to the claimant; therefore, the reference order made to this tribunal is bad in law and is liable to be rejected.

7. Claimant also filed his rejoinder in support of his claim but nothing new has been pleaded by him except reiterating the facts already pleaded by him in his statement of claim.

8. After exchange of pleadings between the parties, in the instant case, disputants have also had lead oral as well as documentary evidence in support of their respective claims and counter claims.

9. My learned predecessor vide award dated 14-11-06 answered the reference against the claimant.

10. Being aggrieved by the award claimant challenged the legality and propriety of the award before Hon'ble High Court, Allahabad, by way of filing Civil Misc. Writ Petition No. 18918 of 07.

11. The Hon'ble High Court has remitted back the case to the labour court. It has been directed that the court shall proceed in accordance with the observation made in the writ petitions. It has been observed by the Hon'ble High Court that, however, so far as continuity of service of the petitioner with effect from 21-1-97 to 28-2-98 is concerned, the petitioner has also moved application or summoning of original records before the labour court... The petitioner has also prayed for summoning the attendance register in order to show that he had worked up to 28-2-98 but the labour court has failed to summon those documents and attendance register and contrary thereto has held that the workman has failed to prove that he has worked up to 28-2-98. In case the record is to be summoned... the view taken by the labour court cannot be sustained. Accordingly impugned order of the court dated 14-11-2006 is hereby quashed. The labour court is directed to summon the original records in respect of which the petitioner has filed photocopies and prayed summoning of other documents which may be under the custody of the employer.

12. After the case was remitted to this court, the court has given full opportunity to both the parties. First of all opposite party was directed to produce the original record as desired by the claimant. Claimant has stated that only those records which were mentioned in the application dated 20-9-2001 has been sought to be summoned.

13. As per directions of the Hon'ble High Court and this court opposite party filed the original record which was received in the court on 6-7-2010.

14. These records are 1. Kharcha Khata Register in original with effect from 21-1-97 to 30-11-97, (2). Kharcha Khata register in original for the period 1-12-97 to 19-9-98, (3). Charges voucher in original for the period 1-4-97 to 30-6-97, (4) Charges voucher in original for the period 1-10-97 to 28-2-98.

15. After the remittance of the case claimant has not adduced any other evidence. Opposite has produced oral as well as documentary evidence. Opposite has produced in oral evidence M.W.2 Sri Anil Agarawal, who is the Branch Manager. When there was some complication regarding the production of the original record and there was some contradiction as alleged by the claimant in the statement of M.W.2 and the affidavit filed by the management then court thought it proper to summon the Regional Head of the Bank and Sri B. R. Kalia, who is Assistant General Manager of the Bank at Lucknow, appeared and his evidence was recorded as M.W.3.

16. After going through the facts circumstances and evidence of the case the point which comes in dispute is whether the claimant has worked for 240 days or more before the date of termination i.e. 28-2-98.

17. It is true that initial burden live on the claimant to prove his case and he has to prove it that he had worked for 240 days or more before his termination. Opposite party has produced number of decisions of the Hon'ble Apex Court. These are—

18. 2008 (Vol. I) SCC (L&S) 792 in between BSNL: and others versus Mahesh Chandra.

19. In this case there was a dispute under the ID Act in respect to Section 25F. The Hon'ble Apex Court held—legal position reiterated that initial onus is on workman to prove that he worked for 240 days in a year—held that Industrial and Hon'ble High Court wrongly placed onus on the employer BSNL.

20. Another decision cited is—

21. 2004 SCC (L&S) 1062 Municipal Corporation Faridabad versus Srinivas—held—burden of proof was on workman to show that he had worked continuously for 240 days in the preceding one year prior to his alleged retrenchment.

22. Similar is the decision given by the Hon'ble Apex Court in the case 2002 SCC (L&S) 367 Rang Forest Officer versus T. Hadimani and other appeal.

23. To find out whether the claimant had worked actually for 240 days continuously or more in the preceding year from the date of termination. I have examined oral as well as documentary evidence adduced by the parties. I have also given due thought of the contention of the claimant that whether the employer had misfide or otherwise with held any record for production before the court. As per statement given by M.W. 2 on oath and the record produced in that respect he has clearly stated that the claimant Arun Kumar has worked for 42 days only. M.W. 2 has specifically stated on oath that Sri Arun Kumar has been paid on 12-2-97 and payment is Rs. 50 and this has been shown at serial number 107 dated 12-2-97 in the original charger register starting from 21-1-97 to 30-11-97. This period is relevant because in the reference order the date of termination has been shown as 28-2-98, therefore, with effect from January, 97 is proper and sufficient. Similarly at serial no.141 dated 19-2-97, claimant has been paid Rs. 50.

24. Likewise M.W.2 has given the details of each and every date on which the claimant has been made the payment. He has stated that claimant has worked only up to 21-11-97. Again stated that the total period comes to 42 days. It has also been specified by the management that under which head the payment is being made to Arun Kumar, at serial no.107 the payment has been shown as clearing charges.

25. Second charges register is from 1-12-97 to 19-9-98 that is also relevant for the decision considering the date of termination. He (MW 2) has been thoroughly cross examined. Nothing has come out in his statement which makes his statement unbelievable.

26. Much emphasis has been placed by the authorized representative for the claimant that the opposite party has not produced the record as per demand made in the application dated 20-9-2001. They have demanded the cheque clearing register with effect from July 97 to December 97 and the peon book. The witness of the bank MW-2 has clearly stated that for the period 1997-98 peon book and cheque clearing register is not available.

27. Regarding the production of the attendance register I have inquired from the authorized of the claimant what he wants to say. He specifically stated before me that he is not demanding or summoning the attendance register. I have examined the statement of claimant WW 1. He specifically admitted in the cross that his attendance was not being marked in the attendance register. Therefore at this point also regarding production of attendance register does not give any support to the claimant. He also admitted in the cross that he was being paid for the labour by way of bank vouchers.

28. Now it is the contention of the opposite party, that it has been established that the claimant had been engaged as labour and not against any substantive post. They contended that whatever the work has been done by the claimant in any respect then his payment can only be made through bank vouchers. In the bank all kind of payment made to any person is entered in the charger register which have been produced by the opposite party with effect from 21-1-97. In this respect I agree with the contention of the opposite party. When I raised query before authorized representative if he has done any job and mention of this has been done in the peon book or any other register and if it has not been produced, how he is being prejudiced? Because if he has done any work then he must have received the payments through vouchers which must have been entered in the charger register. No other query has been raised by the AR for the, claimant in respect of charger register or voucher. AR for the claimant has raised certain queries regarding the contradiction in the reply dated 23-6-2010 submitted on affidavit by the opposite party and statement of M.W. 2 Sri Agarawal. They have drawn my attention towards Para 8 and 9 of the reply. I have gone through the same and analyzed each and every fact. I have already summoned Regional Head of the Bank Sri Kalia as MW.3. He stated on oath that despite all efforts the Dak Peon Book and the cheque clearing register of the year 1997-98 as not been traceable. He again stressed that the branch makes entry of any expenditure in the Kharcha Khata Register giving a serial number and date which have been filed in the court. No cross examination has been done on this point. His statement appears to be believable.

29. Therefore, in my view there does not appear to be any malafide of the opposite party in not producing the record as desired by the claimant in his application, because they have produced the original charger register Kharcha Khata Register which is genuine and these register carries all relevant entries in respect to the claimant.

30. Therefore, it is contended by the opposite party that the claimant has worked only up to 22-11-97 and for 42 days that too on different dates and not in continuity.

31. Therefore, there is a force in the contention of the opposite party and on the basis of record it has been found that the claimant has not worked for 240 days in the preceding year before the date of termination i.e. 28-2-98. Even it has been found that he had worked only up to 21-11-97 for a total period of 42 days at different intervals. Therefore, the claimant has failed to establish his case that he has worked for 240 days or more preceding one year from the date of his termination. As such no right has, accrued to the claimant under the Act and the opposite party has not breached any of the provisions of the Act like 25F.

32. Therefore, reference is decided against the workman and in favour of the bank.

Dt. 6-10-2010

RAM PARKASH, Presiding Officer
नई दिल्ली, 19 नवम्बर, 2010

का.आ. 3072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 96/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/249/95-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 19th November, 2010

S.O. 3072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the Management of State Bank of India and their workman, received by the Central Government on 8-11-2010.

[No. L-12012/249/95-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/96/2004 Date: 12-10-2010.

Petitioner/ Shri Anil P. Nagdive,
Party No. 1 : R/o. Gautam Nagar, Ward No.8,
Pulgaon, Tahsil Deoli,
Distt. Wardha. (Maharashtra).

Versus

Respondent/ The Asstt. General Manager,
Party No. 2 : Region - VI, Zonal Office,
State Bank of India, Kingsway,
Nagpur.

AWARD

Dated the 12th October, 2010

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government has referred the industrial dispute between the management of State Bank of India, Nagpur and their workman, Shri Anup P. Nagdive for adjudication as per letter No. L-12012/249/95-IR(B.I) dated 7.2.97, with the following schedule :—

"Whether the action of the management of State Bank of India and through its officers, in terminating/discontinuing the services of Shri Anil P. Nagdive, Waterman/sub-staff of the Pulgaon Branch w.e.f. 10-3-95 is justified/valid and legal? If not, to what benefits the employee/workman is entitled for and what directions are necessary in the matter?"

2. This reference was made by the Central Government to the Central Government Industrial Tribunal, Jabalpur by letter No. L-12012/249/95-IR(B.I) dt.7-2-1997. Subsequently, the reference was transferred to this Tribunal for disposal.

3. The case of the applicant is that he was working continuously in State Bank of India, Pulgaon Branch from 5-4-94 to 10-3-95 and was getting a sum of Rs. 20 per day and he was regularly attending the bank and not only he was supplying water, but also performing other works as per instruction of the employer and he was terminated from his service by the Bank and thereafter one Shri Sanjay Thakre was engaged in his place and therefore, he put forth his grievance before the Labour Officer, Wardha in writing and his application was forwarded by the Labour Officer to the Asstt. Labour Commissioner (Central), Nagpur (the A.L.C. in short) for 'necessary action and the ALC issued notice dt.28-6-95 to the bank to submit its comments in the matter and the management of the bank submitted its comments and as the bank did not agree to send the matter to any arbitrator, the ALC reported to the Government of India, the failure of the conciliation.

The applicant prayed for passing order as deemed fit without asking for any specific relief.

4. In its written statement, the bank has pleaded that the reference is bad law as applicant was never a workman or sub-staff of the bank and he was only supplying water to the bank on contract basis and was being paid for the same as per agreed terms. It is also pleaded by the bank that the State Bank of India, Pulgaon Branch had been shifted to the first floor of a new premises, prior to the engagement of the applicant and as the water of the well situated in the new premises, was not fit for drinking, there was temporary need for supply of drinking water to the bank. The applicant approached the bank and agreed to supply 10 drums of drinking water each having 16 liters capacity, as and when required by the bank on payment of Rs. 20 per day and accordingly, the applicant supplied drinking water as and when required by the bank and initially he was being paid daily but on the request of the applicant, the amount was paid to him after the end of each month and applicant was not doing any other work in the bank and the applicant was not engaged as a workman and he was an independent contractor for supplying drinking water and was being paid accordingly and after permanent arrangement for supply of drinking

water was made by the bank by connecting water line, there was no need to continue the contract of the workman for supply of drinking water and as such, his contract came to an end and no person in place of the applicant was appointed for the said work and thus, the dispute raised by the applicant does not fall within the definition of industrial dispute and the applicant is also not a workman.

5. In support of his claim, the applicant examined himself as a witness and reiterated the stands taken by him in his statement of claim. The Bank also examined one Shri Vijay M. Kulkarni, an Officer of the Bank, in support of its stands taken in the written statement.

6. In view of the stands taken by the parties, at first it is to be considered as to whether the applicant was a workman or sub-staff of the bank in question.

In view of the claim of the applicant, the initial burden was on him to show that he was the workman or sub-staff of the bank. In this regard, the applicant neither in his statement of claim nor in his examination-in-chief filed an affidavit, has stated that as to who and as to how, he was appointed in the bank, though he has stated that he worked in the bank from 5-4-94 to 10-3-95 on payment of Rs. 20 per day. However, in his cross-examination, he has stated that the Branch Manager, Pulgaon had asked him to join on duties and he was given a written order for the same, but he is not in possession of the said order. The applicant has not filed a single paper regarding his engagement in the bank. The stand of the bank is that due to exigency, the applicant was given contract for supply of 10 drums of water per day, on payment of Rs. 20 per day for the same. In his affidavit, the applicant, at Paragraph No.6, has mentioned that he was supplying 10 drums of water to the bank, but as 10 drums were not in the bank to store water, he was remaining present in the Bank continuously and in between, he was performing other works at times, being asked by the bank authority. In Paragraph No.12 of his affidavit, the applicant has mentioned that prior to the office timing, he was going to the bank to supply water and was remaining present in the bank for the entire day to supply water as required and only thereafter, he was getting the payment and he was also doing other works as asked by the employees of the bank. The applicant has admitted in his cross-examination that he was not selected after screening test and certificates regarding his date of birth and educational qualification were not called for and provident fund was not deducted and he was getting the full amount from the bank and initially he was being paid weekly. It is clear from the above statement that the applicant was given contract for supply of 10 drums of water per day by the bank on payment of Rs.20 per day and for supplying water, the applicant was remaining present in the bank and he might be doing an odd job or too being asked by some of the employees of the bank at times. It is clear from the materials available on

record and the cross statement of the applicant that the applicant was never a workman or sub-staff of the bank in question and as such, the schedule has not been properly framed. It is also clear from the materials on record that once alternative arrangement for drinking water was made by the bank, there was no need for the bank for giving a contract to the applicant to supply water. In view of the findings that the applicant was not the workman or sub-staff of the bank, with respect, I am of the view that the decisions cited by the learned advocate for the applicant have no application in this case. Hence, it is order :

ORDER

The action of the State Bank of India, Purgaon taken against the applicant, Shri Anil P. Nagdive, is justified and the applicant is not entitled for any benefit.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 नवम्बर, 2010

का.उ. 3073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 15/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/68/2006-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 19th November, 2010

S.O. 3073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the Management of State Bank of India and their workmen, received by the Central Government on 18-11-2010.

[No. L-12012/68/2006-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER

CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/15/2007 Date 01-11-2010.

Petitioner /
Respondent : The Asstt. General Secretary,
State Bank Karmachari Sena,
C/o State Bank of India,
Main Branch,
S.V. Patel Marg, Kingsway,
Nagpur.

Respondent /

Party No. 2 :

State Bank of India,
Personnel Department,
16th floor, Corporate Centre,
Madam Cama Road, P.B. No. 12,
Mumbai-21.

2. The Deputy General Manager,
State Bank of India,
Zonal Office,
S.V. Patel Marg, Kingsway,
Nagpur.

AWARD

Dated the 1st November, 2010

This order arises out of the petition, filed by the management for dismissal of the reference.

2. The case of the management is that the reference has been made by the Central Government in exercise of the power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) for adjudication of the Industrial dispute between the State Bank of India, Nagpur, the employers and their workman, the Union State Bank Karmachari Sena, as per letter No. L-12012/68/2006-IR(B-1) dated 24-1-2007 with the schedule as to "Whether the action of the management of State Bank of India, through its General Manager, Personnel Department, Mumbai and the Dy. General Manager, Nagpur in rejecting the case of appointment on compassionate ground in respect of Smt. Indira M. Khubnani w/o and dependent of late Mohankumar Nathirmal Khubnani, on the newly adopted ground of quantum of retiral benefits is justified? If not, what relief the dependents of the deceased are entitled to?", and the union has challenged the action of the Bank in rejecting the case of appointment on compassionate ground of the widow of the deceased late Mohankumar Nathirmal Khubnani who was an employee of the bank and the reference in question is not an industrial dispute between the employer and the workman, but it is a dispute between the legal heir of a deceased employee and the employer of the deceased employee and on collective and harmonious reading of the definitions of "industrial dispute", "workman" and provisions of Section 2-A of the Industrial Disputes Act, it can be found that any dispute or difference between the workman and the employer in connection with the employment or non-employment or terms of employment or conditions of labour are industrial dispute and definition of "industrial dispute" does not include the dispute between a legal heir of the workman and the employer and similarly, the definition of "workman" which is also very wide, does not include a legal heir of the workman even though it includes an apprentice and any person, who has been dismissed, discharged or retrenched in connection with, or consequence of that dispute and according to the section 2-A, individual workman, who has been discharged, dismissed or retrenched or otherwise whose service has

been terminated when raises the dispute with his employer can be deemed to be industrial dispute and as such, this Tribunal lacks inherent jurisdiction to decide the reference on merit and as such the reference is not maintainable and the same is liable to be rejection.

3. The Union has resisted the petition by filing its reply pleading inter-alia that the application is not maintainable as the Tribunal has to decide all the issues at a time and there is no provision for piece-meal trial and the present dispute has been raised by the State Bank of India Karmachari Sena, which is duly registered under the Trade Union Act, 1926 and the dispute is about change in service condition covered by section 9-A of the Industrial Disputes Act and the dispute is filed by the union and due to withdrawal of granting of appointment on compassionate ground, there is change in the service condition and the dispute can be treated as an industrial dispute covered by Section 9-A and as the condition of the service has been changed without notice, the same will affect the existing employees also, so the reference is maintainable.

4. Facts necessary for the disposal of the application can be stated as follows :—

On receipt of the reference, notices were sent to the parties and in response to the notice, the Asstt. General Secretary, State Bank of Karmachari Sena, on behalf of the legal heir of late Mohankumar Nathirnal Khubnani filed the statement of claim stating that the Late Mohankumar N. Khubnani while working as a Senior Assistant at Main Branch, State Bank of India, Nagpur died prematurely on 14-9-2002 and as such, widow Smt. Indira Khubnani and his son Girish Khubnani were entitled for consideration for compassionate appointment as per prevailing service condition and the family of Late M.N. Khubnani got retiral benefit to the tune of Rs.2.51 lakhs and the family pension is fixed at Rs.1,710 and the rejection of the claim of the widow and son of the deceased employee, G. Khubnani on the alleged sound financial condition, and on the ground that the scheme for compassionate appointment has been amended on the basis of guidelines issued by the Government of India and suggestions from the Indian Banks Association, which is not registered as per law was quite illegal and the Government of India cannot direct the Banks to make illegal changes and the Indian Banks Association is not the employer of the employees of Party No.1 Bank and cannot take any policy decision without giving notice of change and consultation with employees union, and therefore, the new scheme for appointment on compassionate ground is totally illegal and cannot be applied to the Party No.2 and its members and providing employment on compassionate ground has become custom and condition of service and by virtue of the new scheme, the said condition has been changed, adversely affecting the rights of the employees and their dependents.

5. The bank also filed its written statement raising preliminary objection regarding the maintainability of the reference on the ground that the dispute in question is not an industrial dispute and this Tribunal has no jurisdiction to adjudicate the dispute. The Bank has also pleaded that appointment of the dependent of a deceased employee on compassionate ground is not a matter of right and the change made in the scheme for appointment on compassionate ground cannot be treated as a change in the service condition and as such the union has no authority to agitate the matter. The bank also in its written statement has denied the allegations made by the union pleading that after consideration of the application filed by the wife of the deceased workman, as the bank found that her case is not a fit case for appointment on compassionate ground in view of the principles enunciated by the Hon'ble Apex Court in several decisions and also the provisions of the schemes of appointment on compassionate ground applicable to the bank employees, rejected her application.

6. At the time of hearing of the application, it was submitted by the union that the Tribunal cannot determine the question of jurisdiction separately and the Tribunal is required to take into consideration all the issues involved in the case for determination together. On the other hand, it was submitted by the management that as the jurisdiction of the Tribunal has been challenged to decide the reference, on the ground that the dispute in question is not an industrial dispute, is necessary to determine the same at first. In support of such contention, reliance has been placed by the learned advocate for the management on the decisions reported in Civil Appeal No.996 of 2006 (Chief General Manager, SBI Vs Durgesh Kumar Tiwari), 2007 (II) CLR 527 (Garison Engineer, Utility, Batinda Vs Sri Narinder) and 2007 (II) CLR 98 (Hindustan Lever Ltd. Vs Fourth Industrial Tribunal and others). In the decision reported in 2007 (II) CLR 527 (supra), the Hon'ble Apex Court have held that "legal issue regarding maintainability of the reference was not considered, right from the beginning of the proceeding before the Labour Court and the Hon'ble High Court, appellant it specific plea that the Act was not applicable to it and it was an industry. Unfortunately, neither the Labour Court, nor the High Court dealt with this issues".

In the above case, the Hon'ble Apex Court set aside the award and the order of the Hon'ble High Court and remitted the matter to the Labour Court back to decide the objection raised by the appellant about the maintainability of the proceedings under the Act founded on the claim that it is not an industry. In view of the principles enunciated by the Hon'ble Apex Court, I hold that it is necessary to determine at first, as to whether this Tribunal has jurisdiction to adjudicate the dispute, as the management has raised the objection that the dispute in question is not an industrial dispute.

7. First of all, I will take up the submission made by the union that due to the rejection of the application filed by Smt. Indira M. Khubnani for compassionate appointment amounts to change of service condition of the employees under section 9-A of the Industrial Disputes Act. After perusal of the materials on record including the statement of claim and the written statement and taking into consideration the definition of "workman" and "industrial dispute" as provided in the Industrial Disputes Act, 1947, I find no force in the contention raised by the union, due to the following grounds.

"From the schedule of reference, it is found that the Government has referred the dispute to decide as to whether rejection of the application filed by Smt. Indira M. Khubnani on compassionate ground on the newly adopted ground of quantum of retiral benefits is justified or not and if not justified then to what relief the dependents of the deceased are entitled. It is also well settled that the Tribunal cannot go beyond the reference and decide other matters beyond the reference. The reference has been made by the Government to find out the individual case of Smt. Indira M. Khubnani, so, on the guise of espousing the cause of Smt. Indira M. Khubnani, the union cannot agitate that the change adopted by the bank regarding compassionate appointment amounts to change of service condition. It is clear from the pleading that the union had never raised any objection with the Bank or the Government when the bank made change in the scheme of giving compassionate appointment.

It is also clear from the principles enunciated by the Hon'ble Apex Court as reported in Civil Appeal No.996 of 2006 that Hon'ble the Apex Court in 1994, in the case of Umesh Kumar Nagpal Vs State of Haryana and others, 1994(4) SCC 138 laid down the guidelines for consideration, while giving appointment in public service on compassionate ground and the Hon'ble Court stated that the general rule is to give appointment on the basis of merit and the only exception to this is when the person is given appointment on compassionate ground and the Hon'ble Apex Court made it clear that such case would arise when the deceased employee live with "penury" or "without any means of livelihood" and according to the observation of the Hon'ble Apex Court, the Government issues circular to all Ministries/Departments bringing to their notice the observation in Umesh Kumar Nagpal's case and following the guidelines for appointment on compassionate ground, the Indian Bankers Association on 23-8-98 issued the scheme for appointment of dependants of deceased employees and dependants of employees retired

on medical grounds and it was stated in the scheme that before appointment was granted, the financial condition of the employee's family would have to be taken into consideration and according to Clause-V of the said scheme, the financial condition of the family would include, inter alia, (a) family pension, (b) Gratuity amount receipt, (c) employee's/employer's contribution provident fund etc. and the State Bank of India then formulated the scheme on 9-1-97 adopting the guidelines as contained in the Indian Banks Association circular".

In the above decision, the Hon'ble Apex Court have also held that, "as can be seen from the narration of the development of law at the outset, the pensionary benefits would be taken into account for the purpose of determining financial condition of the family and the deceased employee which specifically provided for taking into the retiral benefits. There was no challenge to the scheme by the respondent.

We are of the view that having regard to the settled legal position, the order of rejection of the application for compassionate appointment of the respondent was correct".

8. In this case also union had not challenged the legality of the scheme. It is also clear from the pleadings of the union in the statement of claim that compassionate appointments are made considering the financial condition of the claimant. From the pleadings of the union and so also the principles enunciated by the Hon'ble Apex Court, it can be stated that change in the scheme of appointment on compassionate ground cannot be said to be a change in the service condition and as such there was no question of giving any notice under Section 9-A of Industrial Disputes Act.

9. On perusal of the definition of the "industrial dispute", as mentioned in Section 2-K and definition of "workman" as mentioned under Section 2-S and Section 2-A of Industrial Disputes Act, 1947, it is found that the legal heirs of the deceased workman and specifically the applicant Smt. Indira M. Khubnani cannot be treated as a workman and the dispute also cannot be treated as an industrial dispute, even though the union has raised the dispute on behalf of the claimant. As it is held that the claimant is not a workman and the dispute is not an industrial dispute, it is held that this Tribunal has no jurisdiction to adjudicate the dispute. Hence, the petition filed by the management is allowed and it is ordered:

ORDER

The industrial dispute as referred by the Government is dismissed on the ground of this Tribunal of having no jurisdiction to decide the same, the same being not industrial dispute.

Hence, this may be treated as no award.

J. P. CHAND, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अबन आफशोर लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 61/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-30012/67/2004-आई आर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 22nd November, 2010

S.O. 3074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2005) of the Central Government Industrial Tribunal/Labour Court 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Aban Offshore Ltd. and their workman, which was received by the Central Government on 22-11-2010.

[No. L-30012/67/2004-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT : A.A. LAD, Presiding Officer****Reference No. CGIT. 2/61 of 2005**

Ministry's order No. L-30012/67/2004-IR(M) dated 14/03/2005
Employers in Relation to the Management of M/s Aban Offshore Ltd.

(Formerly known as M/s. Aban Lyod Chiles Offshore Ltd.)

Aban Offshore Ltd.
8/9, Vikas Centre
S.V. Raod
Santacruz (W)
Mumbai-400 054.

AND

Their Workmen
Mr. Kingsley Joseph D'Silva
8, Juliet Vila
Fourds Colony
Orlem
Malad (W)
Mumbai-400 064.

APPEARANCES:

For the Employer : Ms. Mitra Das, Advocate
For the Workmen : Mr. R.S. Upadhyay, Advocate

Mumbai Dated the 9th March, 2010

Corrigendum to award dated 9th December, 2009

The name of the Employer/First Party mentioned in the Award dated 9-12-2009 may be read as Aban Offshore Ltd. instead of 'Aban Lyod Chiles Offshore Ltd.'

Dated : 9-3-2010

A.A. LAD, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय विमानपत्तन प्राधिकरण के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 35/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-11012/13/90-आई आर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 22nd November, 2010

S.O. 3075.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/1990) of the Central Government Industrial Tribunal/Labour Court 2, Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of International Airport Authority of India and their workman, which was received by the Central Government on 22-11-2010.

[No. L-11012/13/90-IR(M)]

JOHAN TOPNO, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT : A.A. LAD, Presiding Officer****Reference No. CGIT.2/35 of 1990**

Employer in relation to the management of international Airports Authority of India

The Airport Director,
International Airports Authority of India,
Mumbai Airport,
Mumbai-400 029

...First Party

V/s.

Their Workman
Shri G.K. Pande,
C/o. Shri Rahul Pande,
1204, Iris B Unnati Garden,
Opp. Devdaya Nagar,
Thane (W) Thane-400606

...Second Party

APPEARANCES :

For the Employer : Ms. Avinash Patil, Advocate

For the Workmen : Mr. Palavi Kulkarni, Advocate

Date of passing the Award : 6-10-2010

AWARD

1. The Government of India, Ministry of Labour by its Order No. L- 11012/13/90-IR (Misc.) dated 24th October, 1990 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of International Airports Authority of India, Bombay in terminating the services of Mr. G.K. Pande, Operator (E&M) w.e.f. 12-01-1988 is legal and justified? If not, to what relief the workman is entitled?”

2. Claim Statement is filed by the 2nd Party at Exhibit 2 making out the case that, he was appointed by the 1st Party in the year 1982 on the permanent post. He contends that, he served with 1st party for more than six years. He contends that, by an order dated 29-4-1988 1st Party alleged that, 2nd Party is absent from duty from 12-1-1988 and has voluntarily abandoned his post. According to 2nd Party, termination of his services came to be effected from 12-1-1988. He contends that, since he fell sick with effect from 12-1-1988 he could not report on duty from 12-1-1988 which he had communicated to office of the 1st Party by telephonic message regarding his sickness and inability to report on duty. According to 2nd Party said message was received by 1st Party through Shri Mistry and Bhujbal, Wiremen, who were on duty at that time. He contends that, they had made a Log Book entry accordingly. He contends that, he remained absent on account of his sickness and he submitted unfit certificate on that point and same was received by 1st Party. He contends that, he has sufficient evidence to show that, he was sick and had reason to remain absent from duty. He states that, charge of abandonment was wrongly levelled against him since he had reason to remain absent and he had communicated the reason of his sickness to the 1st Party. He states that, when he recovered from his sickness and reported for duty on 4-5-1988 he was not allowed to resume his duty and even his medical certificate sent by him was not traced by the 1st Party. He states that, he made representation on 9-5-1988 but no reply was given by the 1st Party. He states that, he made appeal to the Airport Director against the action of the 1st Party and the decision taken by it alleging charge of abandonment of job is not good decision. He states that, termination of his services on the charge of abandonment of job is illegal. He states that, since same is illegal he made a demand with the Management for his reinstatement with continuity of service from 12-1-1988.

He contends that, no opportunity was given to him to be heard before passing the order and to defend himself. He contends that, provisions under Section 2(o) and Section 25F of the Industrial Disputes Act, 1947 were not followed by the 1st Party before effecting termination of services of the 2nd Party. He states that, the Authorities Regulations on the basis of which he was terminated, was not approved by the Government of India and it was not officially gazette and as such 1st Party cannot terminate his services on the charge of abandonment of job relying on the Regulation of Air Port Authority of India, 1977. He contends that, in the Regulation of 1980 reason of his absence is described as ‘misconduct’. He contends that, if it is so, the termination of services on the said ground amount to inflicting punishment. He contends that, said Regulation provide for detailed procedure for inflicting major punishment. He states that, the said procedure was not followed and termination was effected without following it. So he prays for reinstatement with benefit of continuity of services and back wages.

(3) He contends that, he is not engaged in any gainful employment after the termination of his services till he was reinstated. He states that, he tried to get employment but could not get it. He states that, he is not in gainful employment after termination. He contends that, after termination he made several attempts to get it. However, he could not succeed in it.

(4) This is disputed by 1st Party by filing Written Statement at Exhibit 3 stating and contending that, 2nd Party was appointed from 15-3-1982 in its establishment. It is contended that, he remained absent without prior permission and without informing 1st Party from 12-1-1988. It is stated that, no intimation was given by 2nd Party about his absence. It is stated that, action taken by 1st Party of terminating his services since he abandoned the job is just and proper and it was involved relying on the Regulation 31(2) (6) of the IAAI (General Conditions of Service) Regulation 1980. It is stated that, the action taken by it is relying on the provisions as mentioned in the Regulations. It is stated that, the Management did not terminate services of the 2nd Party mala fide as alleged by him. It is stated that, 2nd Party remained absent from 12-1-1988 onwards unauthorisedly and without intimation and permission and did not report on duty for a period of more than 2 months which invite to probe Regulation 31(2)(vi) of the Regulations, 1980 and it is to be treated as abandonment of his job as per the said Rule and relying on it, he was terminated. It is stated that, there is no procedure to make an entry of Telephonic messages in Log Book. It is stated that, he did not send any communication about his sickness as alleged. It is denied that, it did receive any communication from the concerned workmen about his sickness as alleged. It is stated that, relying on the relevant provisions of Regulations 1st Party took action of termination of his

services which is just and proper and does not require any interference. It is stated that, the Management did not receive any representation dated 9-5-1988 as alleged by the 2nd Party. It is stated that, there was no any ill will towards the 2nd Party of taking action as taken by 1st Party. It is stated that, the Regulation is very much clear and the question of applying principles of natural justice does not arise. It is stated that, though said Regulation was not approved by the Government of India, the same has been duly approved by the Board of Airport Authority of India and if employee of this type remains absent, it can take action against such an employee. It is stated that, the said Rule came into force w.e.f. 7-1-1987. It is stated that, Regulation of 1980 did not conflict with the Regulation of 1987 and does not come in the way of 1st Party in taking decision against 2nd Party. It is stated that, 2nd Party is in the gainful employment after termination of his services. It is denied that, 2nd Party tried to get employment by making several attempts as alleged. It is stated that, 2nd Party is responsible for action which does not require any interference and require to maintain in law.

(5) In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 4 which were decided by my Ld. Predecessor by passing Award Part I dated 27-4-1995 holding enquiry not fair and proper and direct first party to justify its action. Then Part II Award dated 5-3-1997 was passed by my Ld. Predecessor holding action of the Management in terminating services of the 2nd Party is legal and justified.

(6) Both these Awards were challenged by the 2nd Party by filing Writ Petition No. 3513 of 1977 where Hon'ble High Court observed termination is illegal and directed 1st Party to reinstate him with continuity of service. In the said Writ Petition High Court remanded matter back to this Tribunal to decide the point of back wages holding it is a fit case to remand back the matter to decide the point of back wages and consequential benefits as payable by 2nd Party from 29-4-1988. On that matter came back to this Tribunal on which 2nd Party remained absent and the Reference was disposed off for want of prosecution by passing Order dated 1-12-2008 and the said Reference was disposed off since time bound directions were there and 2nd Party did not remain present. Then he filed Misc. Application No. CGIT/2/4 of 2008 to restore the Reference to decide it on merit. Misc. Application No. CGIT/2/4 of 2008 was also disposed off holding 2nd Party was not having reason to remain absent in the remanded Reference. On that again he moved Hon'ble High Court by filing Writ Petition No. 8468 of 2009 in which Hon'ble High Court directed to take Reference on record and decide it within 3 months on the point of back wages.

(7) On that Reference is before this Tribunal on the point of back wages, since he is in the employment as per directions of the Hon'ble High Court.

(8) In this respect following points arise for my determination which I answer as under :

Points	Findings
(1) Whether 2nd Party is entitled for back wages?	No.
(2) What order?	As per the Order passed below.

REASONS :

(9) To substantiate the claim of back wages, 2nd Party filed his affidavit in lieu of the his examination-in-chief at Exhibit 36 where he states that, he was employed by 1st Party in 1982 and was unlawfully terminated in 1988. He contends that, the charge of said was of absenteeism was levelled against him. He contends that, termination was effected on the ground of abandonment of job. He states that, said termination was set aside by the Hon'ble High Court observing Regulation on which action taken are not empowering 1st Party to terminate his services without giving him opportunity to 2nd Party to lead evidence. It is also contended that, Regulations which were followed by the 1st Party were not notified Regulations which empower 1st Party to take action treating 2nd Party as abandoned the job qualify it to terminated his services. In the said affidavit he states that he made several visits to the officer of the 1st Party and requested them to consider his legal demand and allow him to join his duties which were not heard by the 1st Party. He states that, he tried to give reason of termination but could not get it. He states that, he was staying at Thane and he used to visit number of companies at Thane including Indian Smelting, Kores India, Dygers Forex, Kores India Ltd. etc. but did not get job. He states that, he has his family at native place which owns small piece of land and doing agricultural business there. He further states that, he has a big joint family at native place. He states that, he is married and has a daughter. He states that, he helps family in doing business. He states that, he was not in the employment from the date of his termination till he was reinstated by 1st Party. He states that, he was terminated on 12-1-1988 and was reinstated on 2-6-2009. In the cross he states that, at present he is staying at Thane. He states that he has no house at Mumbai as well as no address. He admits that, his services were terminated from 29-4-1988 and not from 29-6-1989. He admit that, he has no proof to show that, he sent letters to 1st Party. He admits that, he has no proof to show that, letter produced at page 23 of Exhibit 25 was given to the

Inward Section of the Authority. He admits that, said page 23 of Exhibit 35 also does not mention that, said letter confirms the letter of Advocate also. He admit that, he has no evidence to show that, he visited officers of the 1st Party on many occasions as mentioned in para 5 of the affidavit. He admit that, he has no evidence to show that, he tried in various Companies for employment as mentioned in para 6 of the affidavit. He admit that, after 7-8 months from the date of his termination he was settled at native place. He states that, he was contacting his advocate on telephone. He admits that, before 2004 mobile service was not in force at his native place. He states that, in these one or 2 years he purchased mobile phone. He states that, his family as mentioned in para-7 and 1st line includes 5 brothers, their wives, 2 uncles, his wife and daughter of elder brother and one son of his younger brother. He states that, there are 22 members in the family and all are staying under one roof. He states that all 5 brothers are real brothers. He states that, since 60 years he has joint family. He states that, he can produce land revenue record and till this moment he has not produced it. He states that, his ration card is not produced to show size of his family. He states that, he married at the age of his 43 and his wife is educated upto Std. XII. He states that, his marriage is arrange marriage. He states that parents of his wife are of good financial status. He states that, though he was unemployed and of over age, still looking to his family background, parents of his wife agreed to give him their daughter in marriage. He states that, his wife and daughter are only his family. He states that, his native place is Bansdeeh which is Tehsil. He states that, his parents are staying in Baliaya. He admit that, he has no Bank account in U.P. and he has Bank account at Mumbai only. He admit that, out of 22 members in his family all adult members are doing the agricultural work. He deny that, he has annual income of Rs. 2 lakhs. According to him their annual income is nearly Rs. 50,000 to Rs. 60,000. Then question was put to that, he cannot claim back wages from 24-9-2008 to 2-6-2009 to which he says that if it is to be considered, it be considered accordingly. He admit that, letter dated 10-12-1968 Exhibit 37 signed by him. He admit that, it was given to AAI. Even the admit letter of 19-1-2009 Exhibit 38 given by him to the Authority. On that 2nd Party closed evidence by filing closing purshis at Exhibit 40.

(10) 1st Party filed affidavit of Jagannath Tukaram Palande at Exhibit 42 in lieu of examination-in-chief, who has not personal knowledge of the case but is deposing on the basis of the knowledge derived by him by perusing the record. In the cross he states that, 2nd Party remained absent without permission and action taken by 1st Party is just and proper. He deny that, 2nd Party is entitled for back wages. He also states that, he has no knowledge about the discussions which took place between 2nd Party and the Authority. On that 1st Party closed the evidence by filing closing purshis at Exhibit 43.

(11) Written arguments are submitted by 2nd Party at

Exhibit 45 which are replied by 1st Party by filing it at Exhibit 47. Then one more reply was given by the 2nd Party to the written arguments of the 1st Party at Exhibit 48. 1st Party filed list of citations at Exhibit 49.

(12) Perused all those.

(13) Here we are on the point of back wages since 2nd Party is reinstated. 2nd Party claims that, he is entitled to get full back wages saying that, he was not in the gainful employment after the termination of his services. Whereas case of the 1st Party is that, he is not entitled for back wages. It is case of the 1st Party that, he did not try to get employment since he was not in need of it as he is having good financial back ground.

(14) As far as case made out by the 1st Party that, 2nd Party is not entitled for back wages, we find in Claims Statement at Exhibit 3, para 24 he only uttered about attempt to get gainful employment after termination of his services but did not get it. No details are given in the Claims Statement. Even in the affidavit filed by him at the initial stage i.e. while passing Award Part I in para 8 of his affidavit at Exhibit 7, he simply says that, he made several attempts to get an employment but did not succeed in it. Then in this affidavit only when it filed at Exhibit 36, he referred names of various Companies in para-6 of his affidavit which were not finding any place in his previous affidavit as well as Claims Statement. Besides he wrote letter dated 10-12-2008 as well as dated 19-1-2009, where we find in said letters he states that he is ready to leave 50% back wages from 24-9-2008. So by Exhibit 37 and 38 2nd Party has given up his claim upto 50% back wages though in the Claims Statement, he made request for payment of full back wages. We have to note that, the Hon'ble High Court has given him benefit of continuity of service but has sent point of back wages to the Tribunal for reconsideration.

(15) In that light we have to peruse and see whether he is entitled for the back wages or really his financial position does not permit him to claim it?

(16) Back wages are paid to benefit the employee to pull his family in need with the intention to meet the requirements of the family with the help of it. Here we have to see whether 2nd Party was in need of it, during the period of his unemployment and whether he was in bad need of any payment? For that, if we peruse the financial and family position of the 2nd Party, in the cross examination 2nd Party states that, though he was over age and he was unemployed parents of his wife decided to give their daughter to him looking to his family back ground. That means at the time of marriage he was unemployed as well as over age. When decision of giving their daughter was taken by the parents of the wife of the 2nd Party, we find there must be some force in it. Besides he admit that, his family is earning Rs. 50,000 to Rs. 60,000 per year. He admit that, there are 20-22 members in his joint family. He states that, entire family helped him. He states that, he went to native place till he was reinstated. Even he has no proof that, he applied with various Companies for

employment. Even he admit that, he has no evidence on the point of attempts made by him in getting employment. In fact burden is on both to prove their respective case. Here evidence brought on record and the admissions given by 2nd Party reveals that, he was having good financial position and there was no need for him to apply for employment with other Companies during the period of his unemployment after the termination of his services. When he was married at over age and that too when he was unemployed which he has admitted that position, in the depositions, it reveals that, though he was unemployed and over age still he was considered by his wife's family as a fit bride groom which in my considered view is sufficient to conclude his financial position was sound and 2nd Party was not expected to do work for his survival and it does not reveal that, he was in need of it. Besides it is admitted by him that, parents of his wife are of good financial position and when that is so and when 2nd Party was married when he was admitted unemployed and he was over age, it reveals that family of the wife of the 2nd Party might have taken some responsibility to look after the 2nd Party and his wife. Here it is not shown that, due to his unemployment he suffered lot. It is not his case that, because of his unemployment he unable to educate his child or unable to get family requirements and or anybody is dependent upon him especially his wife and daughter. Case of the 2nd Party that, he was not engaged in gainful employment during the period after the termination of his services till he was reinstated. At the same time it is not his case that, in the said period for which he was not in the employment, he took help of others to look after his family and fulfill the needs of the family. It is not his case that, he borrowed money from others to pull on his family and fulfill the needs of his family. Even .. is not his case that he was depending on others during unemployment. On the contrary case of the Management is that, there was to reason for the 2nd Party to beg for money to fulfill his and his family needs. It is case of the 1st Party that, his family back ground is sound and even it is case of the 1st Party that, the family back ground of the parents of his wife is also sound and as such he was not in need of any help from others. No doubt when he was illegally terminated as observed by Hon'ble High Court, at the same timer one cannot ignore that, said termination is set aside and the 1st Party was ordered to reinstate him. It is to be noted that, 1st Party reinstated him and he is in the employment. That means illegal termination is set aside and relief on it of reinstatement was given only and question of back wages of the period for which he did not work is claimed by him but fail to prove positively by making specific case and leading cogent evidence. He simply in one para in Claims Statement says that, he tried to get job but unable to get it. In the recent affidavit he mentioned number of names of the companies where he tried for employment but no proof is shown by him really

he tried for gainful employment. All this lead to conclude that, the 2nd Party was not at all in need of help from others since at the time of termination his family back ground as well as family back ground of his wife was economically sound to take his and his family's care. When nobody was depending upon him and when the parents of the wife were having good financial position and supporting him and his family back ground was good enough in my considered view, employee of this type is not entitled for back wages. Besides one has to consider that he did not work for 1st Party during that period. Besides termination is treated illegal and he is reinstated. That also require to consider.

(17) Number of citations are produced by 1st Party which I need not reproduce as they are right at their place. Ratio led in those are not disputed by commenting on all those.

(18) Taking into consideration the case made out by both, I am of the view that, 2nd Party is not entitled for back wages. Hence, the order :

ORDER

2nd Party is not entitled to back wages.

Mumbai, 6th October, 2010

A. A. LAD, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 16/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/71/2006-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID. No. 16/2007) of the Central Government Industrial Tribunal -Cum- Labour Court Nagpur as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen received by the Central Government on 18-11-2010.

[No. L-12012/71/2006-IR(B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/16/2007

Dated: 01-11-2010

Petitioner/Party No. 1 : The Asstt. General Secretary,
State Bank Karmachari Sena,
C/o State Bank of India,
Main Branch, S.V. Patel Marg,
Kingsway, Nagpur.

Versus

Respondent/Party No. 2 1. The General Manager,
State Bank of India,
Personal Department, 16th
floor, Corporate Centre,
madam Cama Road, P.B. No.
12, Mumbai-21.
2. The Deputy General Manager,
State Bank of India, Zonal
Office,
S.V. Patel Marg, Kingsway,
Nagpur

AWARD

(Dated: 1st November, 2010)

This order arises out of the petition, filed by the management for dismissal of the reference.

2. The case of the management is that the reference has been made by the Central Government in exercise of the power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 [14 of 1947] for adjudication of the Industrial Dispute between the State Bank of India, Nagpur, the employers and their workmen, the Union State Bank Karmachari Sena, as per letter No. L-12012/71/2006-IR (B-I) dated 24-1-2007 with the schedule as to "Whether the action of the management of State Bank of India, through its General Manager, Personal Department, Mumbai and the Dy. General Manager, Nagpur in rejecting the case of appointment on compassionate ground in respect of Smt. Snehal K. Misal W/o and dependent of late Kamlakar B. Misal, an ex-employee of State Bank of India, on the newly adopted ground of quantum of retiral benefits is justified? If not, what relief the dependent of the deceased are entitled to?", and the union has challenged the action of the Bank in rejecting the case of appointment on compassionate ground of the widow of deceased late Kamlakar B. Misal who was an employee of the bank and the reference in question is not an industrial dispute between the employer and the workman, but it is a dispute between the legal heir of a deceased employee and the employer of the deceased employee and on collective and harmonious reading of the definitions of "industrial dispute", "workman" and provisions of Section 2-A of the Industrial Disputes Act, it can be found that any dispute or difference between the workman and the employer in connection with the employment or non-employment or terms of employment or conditions of labour are industrial dispute and definition of "industrial dispute" does not include the dispute between a legal heir of the workman and the employer and similarly, the definition of "workman" which is also very wide, does not include a legal heir of

the workman even though it includes an apprentice and any person, who has been dismissed, discharged or retrenched in connection with or consequence of that dispute and according to the Section 2-A, individual workman, who has been discharged, dismissed or retrenched or otherwise whose service has been terminated when raises the dispute with his employer can be deemed to be industrial dispute and as such, this Tribunal lacks inherent jurisdiction to decide the reference on merit and as such the reference is not maintainable and the same is liable to be rejection.

3. The Union has resisted the petition by filing its reply pleading inter-alia that the application is not maintainable as the Tribunal has to decide all the issues at a time and there is no provision for piece-meal trial and the present dispute has been raised by the State Bank of India Karmachari Sena, which is duly registered under the Trade Union Act 1926 and the dispute is about change in service condition covered by Section 9-A of the Industrial Disputes Act and the dispute is filed by the union and due to withdrawal of granting of appointment on compassionate ground, there is change in service condition and the dispute can be treated as an industrial dispute covered by Section 9-A and as the condition of the service has been changed without notice, the same will affect the existing employees also, so the reference is maintainable.

4. Facts necessary for the disposal of the application can be stated as follows :—

On receipt of the reference, notice were sent to the parties and in response to the notice, the Asstt. General Secretary, State Bank of Karmachari Sena, on behalf of the legal heir of late Kamlakar B. Misal filed the statement of claim stating that late Kamlakar, while working as a Senior Assistant in Civil Lines, Treasury Branch of State Bank of India, Wardha died prematurely on 13-12-2001 and as such, his wife, Smt. Snehal Kamlakar Misal, who has done post-graduation, applied for clerical post on compassionate ground but her application was rejected and the family members of late K.B. Misal received net retiral benefits of Rs. 4.48 lakhs and the family pension has been fixed at Rs. 2,666 per month and the rejection of the claim of the widow of the deceased was on alleged sound financial condition and on the ground that the scheme for compassionate appointment has been amended on the basis of guidelines issued by the Government of India and suggestions from the Indian Banks Association, which is not registered as per law, was quite illegal and the Government of India cannot direct the Banks to make illegal changes and the Indian Banks Association is not the employer of the employees of Party No. 1 Bank and cannot take any policy decision without giving notice of change and consultation with the employees, unions, and therefore, the new scheme for appointment on compassionate ground is totally illegal and cannot be applied to the Party No. 2 and its members and providing employment on compassionate ground has become the custom and condition of service and by virtue of the new scheme, the said condition has been changed, adversely affecting the rights of the employees and their dependents.

5. The bank also filed its written statement raising preliminary objection regarding the maintainability of the

reference on the ground that the dispute in question is not an industrial dispute and this Tribunal has no jurisdiction to adjudicate the dispute. The Bank has also pleaded that appointment of the dependent of a deceased employee on compassionate ground is not a matter of right and the change made in the scheme for appointment on compassionate ground cannot be treated as a change in the service condition and as such the union has no authority to agitate the matter. The bank also in its written statement has denied the allegations made by the union pleading that after consideration of the application filed by the wife of the deceased workman, as the bank found that her case is not a fit case for appointment on compassionate ground in view of the principles enunciated by the Hon'ble Apex Court in several decisions and also the provisions of the schemes of appointment on compassionate ground applicable to the bank employees, rejected her application.

6. At the time of hearing of the application, it was submitted by the union that the Tribunal cannot determine the question of jurisdiction separately and the Tribunal is required to take into consideration all the issues involved in the case for determination together. On the other hand, it was submitted by the management that as the jurisdiction of the Tribunal has been challenged to decide the reference on the ground that the dispute in question is not an industrial dispute, is necessary to determine the same at first. In support of such contention, reliance has been placed by the learned advocate for the management on the decisions reported in Civil Appeal No. 996 of 2006 (Chief General Manager, SBI Vs Durgesh Kumar Tiwari), 2007 (II) CLR 527 (Garison Engineer, Utility, Batinda Vs Sri Narinder) and 2007 (II) CLR 98 (Hindustan Lever Ltd. Vs Fourth Industrial Tribunal and others). In the decision reported in 2007 (II) CLR 527 (supra), the Hon'ble Apex Court have held that "legal issue regarding maintainability of the reference was not considered, right from the beginning of the proceeding before the Labour Court and the Hon'ble High Court, appellant it specific plea that the Act was not applicable to it and it was an industry. Unfortunately, neither the Labour Court, nor the High Court dealt with this issue.

In the above case, the Hon'ble Apex Court set aside the award and the order of the Hon'ble High Court and remitted the matter to the Labour Court back to decide the objection raised by the applicant about the maintainability of the proceedings under the Act, founded on the claim that it is not an industry. In view of the principles enunciated by the Hon'ble Apex Court, I hold that it is necessary to determine at first, as to whether this Tribunal has jurisdiction to adjudicate the dispute, as the management has raised the objection that the dispute in question is not an industrial dispute.

7. First of all, I will take up the submission made by the union that due to the rejection of the application filed by Smt. Snehal K. Misal for compassionate appointment amounts to change of service condition of the employees under section 9-A of the Industrial Disputes Act. After perusal of the materials on record including the statement of claim and the written statement and taking into consideration the definition of "workman" and "industrial dispute" as provided in the Industrial Disputes Act, 1947,

I find no force in the contention raised by the union, due to the following grounds.

"From the schedule of reference, it is found that the Government has referred the dispute to decide as to whether rejection of the application filed by Smt. Snehal K. Misal on compassionate ground on the newly adopted ground of quantum of retiral benefits is justified or not and if not justified then to what relief the dependents of the deceased are entitled. It is also well settled that the Tribunal cannot go beyond the reference and decide other matters beyond the reference. The reference has been made by the Government to find out the individual case of Smt. Snehal K. Misal, so, on the guise of espousing the cause of Smt. Snehal K. Misal, the union cannot agitate that the change adopted by the bank regarding compassionate appointment amounts to change of service condition. It is clear from the pleading that the union had never raised any objection with the Bank or the Government when the bank made change in the scheme of giving compassionate appointment.

It is also clear from the principles enunciated by the Hon'ble Apex Court as reported in Civil Appeal No. 996 of 2006 that Hon'ble the Apex Court in 1994, in the case of Umesh Kumar Nagpal Vs State of Haryana and Others, 1994 (4) SCC 138 laid down the guidelines for consideration, while giving appointment in public service on compassionate ground and the Hon'ble Court stated that the general rule is to give appointment on the basis of merit and the only exception to this is when the person is given appointment on compassionate ground and the Hon'ble Apex Court made it clear that such case would arise when the deceased employee live with "penury" or "without any means of livelihood" and according to the observation of the Hon'ble Apex Court, the Government issues circular to all Ministries/Departments bringing to their notice the observation in Umesh Kumar Nagpal's case and following the guidelines for appointment on compassionate ground, the Indian Bankers Association on 23-8-98 issued the scheme for appointment of dependants of deceased employees and dependants of employees retired on medical grounds and it was stated in the scheme that before appointment was granted, the financial condition of the employee's family would have to be taken into consideration and according to Clause-V of the said scheme, the financial condition of the family would include, inter alia, (a) family pension, (b) Gratuity amount receipt, (c) employee's/employer's contribution provident fund etc. and the State Bank of India then formulated the scheme on 9-1-97 adopting the guidelines as contained in the Indian Banks Association circular".

In the above decision, the Hon'ble Apex Court have also held that, "as can be seen from the narration of the development of law at the outset, the pensionary benefits would be taken into account for the purpose of determining financial condition of the family and the deceased employee, which specifically provided for taking into the retribal benefits, there was no challenge to the scheme by the respondent.

X X X X X X

We are of the view that having regard to the settled legal position, the order of rejection of the application for compassionate appointment of the respondent was correct".

8. In this case also union had not challenged the legality of the scheme. It is also clear from the pleadings of the union in the statement of claim that compassionate appointments are made considering the financial condition of the claimant. From the pleadings of the union and so also the principles enunciated by the Hon'ble Apex Court, it can be stated that change in the scheme of appointment on compassionate ground cannot be said to be a change in the service condition and as such there was no question of giving any notice under section 9-A of Industrial Disputes Act.

9. On perusal of the definition of the "industrial dispute" as mentioned in Section 2-K and definition of "workman" as mentioned under Section 2-S and Section 2-A of industrial Disputes Act, 1947, it is found that the legal heirs of the deceased workman and specifically the applicant Smt. Snehal K. Misal cannot be treated as a workman and the dispute also cannot be treated as an industrial dispute, even though the union has raised the dispute on behalf of the claimant. As it is held that the claimant is not a workman and the dispute is not an industrial dispute, it is held that this Tribunal has no jurisdiction to adjudicate the dispute. Hence, the petition filed by the management is allowed and it is ordered:

ORDER

The industrial dispute as referred by the Government is dismissed on the ground of this Tribunal of having no jurisdiction to decide the same, the same being not industrial dispute.

Hence, this may be treated as no award.

J.P. CHAND, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पटियाला स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायलय चण्डीगढ़ के पंचाट (संदर्भ संख्या 17/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/208/2003-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the Award (ID. No. 17/2004) of the Central Government Industrial Tribunal-Cum- Labour Court -1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Patiala and their workman, received by the Central Government on 18-11-2010.

[No. L-12012/208/2003-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case I. D. No. 17/2004

Shri Balwinder Singh, S/o Shri Kinder Ram R/o Village & P.O. Joghana, Tehsil Nalagarh, Distt. Solan (Himachal Pradesh)

...Applicant

Versus

The Assistant General Manager, State Bank of Patiala, Region-II, Timber House, Regional Office, Shimla (Himachal Pradesh)-171001.

...Respondent

APPEARANCES

For the workman : None

For the management : Shri N.K. Zakhmi

AWARD

Passed on 9-11-2010

Government of India vide notification No. L-12012/208/2003-IR (B-1) dated 23-1-2004 by exercising its powers under Section 10 of the Industrial Disputes Act (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

"Whether the action of the management of State Bank of Patiala Shimla Region in dismissing Shri Balwinder Singh, Ex-Peon from Bank's service w.e.f. 8-2-2002 by inflicting disproportionate punishment is just and legal? If not, What relief the workman is entitled to?"

2. Case is taken up for recording evidence. Workman is not present on repeated calls. Ld. Counsel for the management is present along with the witness of management. On last date of hearing i.e. on 12-10-10, workman was not present for evidence. On perusal of order sheet it is evidently clear that on 21-4-10 this reference was returned to Central Government for want of prosecution on absence of workman. There after, on application of the workman order dated 21-4-2010 was set aside and file was restored for the adjudication of reference after affording the opportunity of being heard to both the parties. Workman absented once again it shows and prove that workman is not interested in perusing his matter.

3. Accordingly, the reference No. 17/2004 is returned to Central Government for want of prosecution is absence of workman for publication. Central Government be informed. File be consigned to record.

Chandigarh.

9-11-2010

G K. SHARMA, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय सं.-2, धनबाद के पंचाट (संदर्भ संख्या 8/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/192/2005-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2007) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation management of M/s.B.C.C.L.and their workman, which was received by the Central Government on 22-11-2010.

[No. L-20012/192/2005-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947.

Reference No. 8 of 2007

PARTIES : Employers in relation to the management of E.J.Area of M/s. BCCL and their workmen.

APPEARANCES

On behalf of the workmen : Mr. Raghunandan Roy,
Working President, Jharkhand
Mines Lal Jhanda Mazdoor
Union, Bhowra, Dhanbad.

On behalf of the employers: Mr. U. N. Lal,
Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 10th Nov., 2010

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/192/2005-IR (CM-I), dated 2nd Feb., 2007/ 4th February, 2007/ 6th February, 2007.

SCHEDULE

“Whether the demand of the Jharkhand Mines Lal Jhanda Mazdoor Union from the management of

BCCL, EJ Ares that Mrs Nirupa Kumari may be promoted as Sr. Staff Nurse Gr. 'B' is justified? If not to what relief is the workman entitled and from what date?”

2. The instant case under the reference related to industrial dispute as to the promotion of Mrs. Nirupa Kumari as Senior Staff Nurse Grade-B.

3. In course of hearing the case was running at the stage of filing a rejoinder by the workman. Today Mr. U.N. Lal, Ld. Counsel for the management and Mr. Raghunandan Roy, the representative of the workman were present. Meanwhile the aforesaid representative of the workman filing a petition submitted before the Tribunal to close the case on the ground that the concerned workman has already been promoted, for which dispute was raised. Ld. Counsel for the management raised no objection to it. Under the circumstances, I find it expedient to close the case because the concerned workman declined to contest the case. Hence, the case is closed and accordingly the order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 192/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/43/2000-आईआर(सी-1)]

डी. एस. एस. श्री निवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 192 / 2000) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s.B.C.C.L.and their workman, which was received by the Central Government on 22-11-2010.

[No. L-20012/43/2000-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT DHANBAD

PRESENT:

Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947.

Reference No. 192 of 2000

PARTIES : Employers in relation to the management of Bhowra (S) of M/s. B. C. C. L. and their workman.

APPEARANCES

On behalf of the workman : None

On behalf of the employers: None

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 2nd Nov., 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/43/2005-IR (C-I), dated 29th June, 2000.

SCHEDULE

“Whether the action of the management of Bhowra (S) Colliery of M/s. BCCL in dismissing Sri Prem Prakash Prasad Miner /Loder from the service of the company w.e.f. 24-8-99 is justified? If not to what relief is the workman entitled?”

2. In this Reference both the parties abstained themselves from appearing in this Tribunal inspite of the issuance of notice to them. They also did not take steps to file their W.S. The instant reference is of the year 2000 and since then it is pending for disposal. It therefore appears that they are not interested to contest the case. Under such circumstances, a ‘No dispute’ Award is passed in this case presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 13/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/327/2001-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2002) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 22-11-2010.

[No. L-20012/327/2001-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT DHANBAD

PRESENT:

Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947.

Reference No. 13 of 2002

PARTIES : Employers in relation to the management of Katras Area of M/s. BCCL and their workman.

APPEARANCES

On behalf of the workman : Mr. B. B. Pandey, Advocate.

On behalf of the employers: Mr. D. K. Verma, Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad, the 1st Nov., 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/327/2001-IR (C-I), dated 19th September, 2001.

SCHEDULE

“Whether the action of the management of Katras Chaitudih Colliery of BCCL in not referring the case of Sri Ramasis Pandey to the Apex Medical Board for assessment of his age as per I. I. No. 76 of JBCCI is justified? If not to what relief the concerned workman entitled?”

2. In this case at the stage of hearing argument on merit Mr. B. B. Pandey, Ld. Advocate for the concerned workman by filing a petition submitted his prayer to pass a ‘No dispute’ Award on the ground that the concerned workman involved in the dispute has died. Mr. D. K. Verma, Ld. Advocate for the management raised no objection in view of the prayer made by the Ld. Advocate for the concerned workman. Heard both sides. Since the concerned workman of this reference has died, a ‘No dispute’ Award is passed in this case presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 95/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/99/2003-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95 / 2003) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the Employers in relation to the management of M/s.B.C.C.L.and their workmen, which was received by the Central Government on 22-11-2010.

[No. L-20012/99/2003-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of an Industrial Dispute under Section 10(1)

(d) (2A) of the I. D. Act

Reference No. 95 of 2003

Parties : Employers in relation to the management of Katras Area of M/s. BCCL and their workman.

PRESENT : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : Shri R. Rai, Representative,
Bihar Mines Lal Jhanda
Mazdoor Union, Bhowra,
Dhanbad.

State : Jharkhand

Industry : Coal.

Dated, the 8th November, 2010

AWARD

By Order No. L-20012/99/2003-IR (C-I), dated 25-8-2003 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal :—

“ Whether the demand of Bihar Mines Lal Jhanda Mazdoor Union from the management of Bararee Colliery of M/s. B.C.C. Ltd. for regularisation of Sri Manohar Lal as Pump Operator is legal and justified? If so, what relief the workman concerned is entitled and from what date ?”

2. Written statement has been filed on behalf of the concerned workman stating that he was appointed in the year 1995 as General Mazdoor in Jealgora Colliery. In the year 1996 in the said colliery 82 workmen were transferred to Bararee Colliery and the name of the concerned workman was at Sl. No. 61 of that list. In compliance of the order, the concerned workmen joined their duties in Bararee Colliery in 1996 and he was posted at Chasak No. 6, Bhowra No. 90 and he was assigned the job of Pump Operator. He has been working there continuously. Thereafter he approached to the management to designate him as Pump Operator, but the management did not care.

So he approached to Bihar Mines Lal Jhanda Mazdoor Union to raise industrial dispute before the A.L. C. who raised the dispute on behalf of the concerned workman, which ended in failure resulting to this dispute. It has been stated that the concerned workman is entitled to be placed as Pump Operator Category-III as per Rule 7.2 of the Standing Orders.

3. Written statement has been filed by the management stating that the sponsoring union raise an industrial dispute before the A. L. C. and after failure of conciliation proceeding the matter was referred to the Ministry of Labour, who vide their letter dated 11-1-2002 refused to refer the dispute. Thereafter the union again raised an industrial dispute before A.L.C.(C) and after failure of conciliation proceeding the matter has been referred to this tribunal for adjudication. It has been submitted that the concerned workman was appointed as underground General Mazdoor. He was never deployed regularly to work as a Pump Operator. The post of Pump Operator is a Grade Post and only on the recommendation of the Departmental Promotion Committee a workman can be promoted in the post of Pump Operator. The sponsoring union raised the present dispute demanding promotion of the concerned workman in the post of Pump Operator in the garb of regularisation. There is no provision for regularisation of a workman in a particular post either in NCWA or in the Cadre scheme formulated by JBCCL.

Prayer has been made to pass answer in favour of the management holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of same of the paragraphs of each other's written statement.

5. The concerned workman produced himself as WW-1 and proved document as Ext.W-1.

The management has produced MW-1, Thorat Siddharth.

6. Main argument advanced on behalf of the concerned workman is that he is entitled for regularisation as Pump Operator in Category-III, but he has been given Category-II. He has also stated that he worked with the management from March, 1995 as General Mazdoor and was transferred from April, 1996 to Bararee Colliery. He was order from the management from time to time to work as Pump Operator.

7. In this respect the management's representative argued that there is no provision to promote a person as Pump Operator directly. After Departmental promotion Committee's recommendation a person can be Promoted to the post of Pump Operator. The concerned workman was General Mazdoor, his designation is General Mazdoor and he is working as General Mazdoor. The above demand of the concerned workman is not justified. The concerned workman stated in his cross-examination that “I was appointed as General Mazdoor. The Project Officer did not issue any letter for working as Pump Operator. Ext.W-1

shows that the concerned workman is pump Khalasi and not Pump Operator on 17-12-2001 and as per office Order dated 1-4-10 he has been designated as Pump Operator Category-II from General Mazdoor Category -I. As per his statement he has not been given appointment letter for Pump Operator, so in the circumstances he is not entitled for regularisation as Pump Operator since 1996 and he has also been promoted as Category -II as per Office Order dated 1-4-10.

So, in the above circumstances, the demand for regularisation of the concerned workman as Pump Operator is not legal and justified.

8. Accordingly, I render the following award—

The demand of Bihar Mines Lal Jhanda Mazdoor Union from the management of Bararee Colliery of M/s. BCCL for regularisation of Sri Manohar Lal as Pump Operator is not legal and justified and hence the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

क्र.आ. 3082.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / ग्राम न्यायालय सं.-2, धनबाद के पंचाट (संदर्भ संख्या 7/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/193/2005-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2007) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 22-11-2010.

[No. L-20012/193/2005-IR(C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)
(d) of the I. D. Act, 1947

Reference No. 7 of 2007

PARTIES : Employers in relation to the management of
E.J. Area of M/s. BCCL and their workmen.

APPEARANCES

On behalf of the workman : Mr. Raghunandan Roy,
Working President, Jharkhand
Mines Lal Jhanda Mazdoor
Union, Bhowra, Dhanbad.

On behalf of the employers: Mr. U. N. Lal,
Advocate.

State : Jharkhand Industry : Coal

Dated, the 10th November, 2010

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/193/2005-IR (CM-I), dated 2nd Feb., 2007/ 5th February, 2007 :

SCHEDULE

* Whether the demand of the Jharkhand Mines Lal Jhanda Mazdoor Union from the management of BCCL, E.J. Area that Smt. Tara Kujur may be promoted as Sr. Staff Nurse Gr. 'B' is justified? If so, to what relief is the workman entitled and from what date? "

2. The instant case under reference relate to an Industrial Dispute concerning the promotion of workman Smt. Tara Kujur as Sr. Senior Staff Nurse Grade-B.

3. Today both Mr. U.N. Lal, Ld. Advocate for the management and Mr. Raghunandan Roy, the representative of the workman/sponsoring union are present. The representative of the workman filed a petition with the prayer to close the case on the ground that the workman concerned namely Smt. Tara Kujur has been transferred to another organisation i.e. M/s. C.C.L. and for that reason she got disinterested to proceed with the hearing of the case. Learned Counsel for the management raised no objection to it. The perusal of the case record shows that the case was fixed for filing documents on behalf of both the parties but meanwhile if the representative of the workman concerned for the aforesaid reason of her transfer to another organisation of CCL as well as her disinterestedness, it is explicit there is no need to proceed with the case. Hence, the case has been closed and according the order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

क्र.आ. 3083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 106/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/62/92-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 106/92) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 22-11-2010.

[No. L-20012/62/92-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 DHANBAD

In the matter of a reference U/s. 10(1)(d) (2A) of the
I. D. Act.

Reference No. 106 of 1992

Parties : Employers in relation to the management of
Govindpur Project of M/s. C.C.Ltd.

And

Their workman

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri D. K. Verma, Advocate.

For the Workman : Shri U. N. Lal, Advocate.

State : Jharkhand Industry : Coal.

Dated, the 4th Nov., 2010

AWARD

By Order No. L-20012/62/92-IR (C-I), dated 15-9-92 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

" Whether the dismissal of Shri Parmeshwar Sahu, Ex-Arm Guard Govindpur Project of M/s. C.C.Ltd. is legal and justified ? If not, what relief the workman is entitled ? "

2. The case of the concerned workman, Parmeshwar Sahu, is that he was initially appointed as a General Mazdoor, a time rated worker, in Category -I on 2-1-1974 in Datma Pindra Colliery of M/s. CCL. After three months the management being satisfied with his work promoted him as a Security Guard w.e.f. 4-4-94. Thereafter on 24-8-1977 he was transferred to K.D. Heslong Project. The management again being satisfied with his work promoted him as an Armed Guard w.e.f. 23-11-1982. He was posted for duty either on Cash or on Magazine of the K.D. Heslong Project which is a very tough and hand working job, as the

Armed Guard on Cash/Magazine he had remained standing on foot, which two are far off and away from the coal dump of the colliery. He was never posted to work for guarding against the pilferage of coal. No chargesheet, warning was issued to him till 13-12-1985 since his date of appointment on 2-1-1974. The concerned workman is an active member of the Branch of Rashtriya Colliery Mazdoor Sangh which was not liked by the local management. On 14-12-1985 a vague, illegal, unjustified, motivated, unauthorised and incompetent charge-sheet was issued to the concerned workman by the Project Officer of Kedla Heslong Project, who was not competent to issue chargesheet. The contents of the chargesheet was "It has been reported by the Area Security Officer (H.K.) Dakra that on 8-11-1985, you had allegedly received illegal gratification an amount of Rs. 16000 (Rupees sixteen thousand) only vide cheque No. 874328 dated 8-11-85 from the account of Shri S. M. Agarwal an outsider from Indian Overseas Bank, Dakra, on 9-11-1985 and left your work premises on 12-11-85 without any intimation or prior permission to the undersigned."

The concerned workman submitted his reply denying the charges levelled against him. The relevant clauses of the Model Standing Orders were not quoted in the charge-sheet which caused serious prejudice to the defence of the concerned workman. Not being satisfied with the explanation of the concerned workman the officer, who was not competent to issue direction for the conduct of the charge-sheet, appointed a committee to conduct departmental enquiry against the concerned workman. The enquiry was conducted by Shri K. P. Singh who was very much biased and prejudiced against the concerned workman. The management had also lodged F.I.R. in the Khelari Police Station. But no action was taken against the workman as his reply to the police was found satisfactory and the case was dropped. The departmental enquiry was not conducted in accordance with the principles of natural justice. The Enquiry Officer submitted his report to the management but no copy of the same was served on the concerned workman. The concerned workman was dismissed by the Project Manager, Gobindpur Project of M/s. CCL by his letter dated 12-4-91. The Project Manager, Govindpur Project was not competent to pass an order and issue the dismissal letter. Approval of the competent authority was not obtained. The enquiry was not conducted either at K.D. Heslong Project or at Govindpur Project Officer, but at a far away place at Ranchi, which is at a distance of about 120/150 K.Ms. from the place of posting of the workman concerned and he was not given D.A. and other benefits nor he was able to take and examine all the witnesses whom he had desired to examine. One other Security Inspector was also charge-sheeted but he was acquitted by the employer.

It has been prayed that this Hon'ble Tribunal be pleased to hold that the dismissal of the concerned workman is not legal and justified and he is entitled to be reinstated

with full back wages alongwith other benefits.

3. The case of the management is that the concerned workman was previously employed as an Armed Guard in K. D. Hesalong Project of CCL which is one of the Coal Mines of the Company, in the Security Section. On certain acts of misconduct on his part having brought to the notice of the management, he was issued with a chargesheet dated 14-12-85 by the Project Officer/Agent, K.D. Hesalong Project. The concerned workman submitted his reply which was not found satisfactory. Thereafter Sri A.P. Singh, Superintendent of Mines (Production) was appointed as Enquiry Officer. The Enquiry Officer conducted the enquiry in which the concerned workman fully participated. He also took the assistance of a co-worker during the course of the enquiry. The witnesses of the management were examined in presence of the concerned workman and he was given opportunity to cross-examine the management's witnesses. He was also given opportunity to make his statement which he did. He did not produce any witnesses in defence. The Enquiry Officer submitted his report holding the concerned workman guilty of both the charges framed against him, namely, taking illegal gratification from an outsider and leaving work place without prior permission of intimation to his superior officers. The report of the Enquiry Officer was considered by different officers including the C.M. D. of M/s. CCL and considering the gravity of the misconduct proved against him he was dismissed from service of the management from 13-4-1991.

It has been prayed that the Hon'ble Tribunal be pleased to hold that the dismissal of the concerned workman is legal and justified and to pass an award accordingly.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The enquiry was held fairly and properly vide order dated 18-8-2010.

6. The management has produced MM-1, A.P. Singh as Enquiry Officer on preliminary point, who has proved documents as Ext. M-1 to M-8.

7. The concerned workman examined himself as WW-1 and has proved documents as Ext. W-1 and W-2.

8. The concerned workman was dismissed from service for taking illegal gratification of Rs. 16,000 by cheque from the concern of Shri Agarwal, an outsider to from Indian Cement Works Ltd. on 9-11-85 and for leaving work place on 19-11-85 without any intimation or prior permission. The enquiry was conducted and the Enquiry Officer submitted his report against the concerned workman and considering the gravity of misconduct the concerned workman was dismissed from service.

9. It has been prayed on behalf of the concerned workman that he had taken cheque amounting to Rs. 16,000

from Mr. Agarwal, but that was not a bribe. Moreover, it has come in evidence that the concerned workman had taken money as loan from Mr. Agarwal and later on it was returned. This evidence of Mr. Agarwal seems to be reasonable, and the evidence of S.M. Agarwal was not considered by the Enquiry Officer. It is not believable that a person will take illegal gratification by cheque.

Another argument advanced on behalf of the concerned workman is that he was not given second show-cause notice before dismissal. In this respect the workman referred the Supreme Court decision reported in Current Labour Report 1991 page 61 in which Hon'ble Supreme Court held that supply of a copy of the inquiry report along with recommendations, if any, in the matter of proposed punishment to be inflicted would be within the rules of natural justice and the delinquent would therefore be entitled to the supply of a copy thereof. It shows that the management has not complied with the order of Hon'ble Supreme Court before passing final order of dismissal.

Another argument advanced on behalf of the concerned workman that the charge-sheet and dismissal order were issued by incompetent person. In this respect the workman referred standing order of the Company which may show that the person who has issued charge-sheet and passed dismissal order against the concerned workman was not competent.

Ext. M-7 shows that no final order was taken from Senior Authority before passing final order of dismissal against the concerned workman. The enquiry enquiry report shows that the charge-sheet was issued to the concerned workman for taking illegal gratification from S. M. Agarwal and another ground of the management that the concerned workman left work premises without any intimation or prior permission. It shows that on this ground the dismissal of the concerned workman is too harsh.

Another argument advanced on behalf of the concerned workman is that the enquiry was not conducted by the Enquiry Officer at the work place of the concerned workman but it was conducted at Ranchi which was at a distance of 120 Kms. from the place of working of the concerned workman. In this respect MW-1, Enquiry Officer, stated in cross-examination at page 2 that I had made domestic enquiry at the Headquarters at Ranchi which is in between K.D. Hesalong and Gobindpur. K.D. Hesalong is 70 K.M. away from Ranchi and Gobindpur is 110 K.M. from Ranchi. In cross-examination MW-1 stated that during domestic enquiry no material was placed before him that the management had let off the concerned workman after giving warning with respect to the second charge. There is no evidence to show that the concerned workman committed any misconduct during the tenure of his service or any charge-sheet was issued against the concerned workman.

8. The law referred by the management reported in 2008 (2) JLR page 511 in which Hon'ble High Court laid

down that when a domestic enquiry is properly held and the finding of misconduct is a plausible conclusion flowing from the evidence adduced during the enquiry, Tribunal has no jurisdiction to sit in judgment as an appellate body except in case of perversity, victimisation, or unfair labour practice or malafide once the misconduct is proved either in the enquiry or by the evidence placed before the Tribunal, punishment imposed cannot be interfered by Tribunal except in cases where punishment is so harsh as to suggest victimization - High Court cannot sit as an Appellate Court over the findings recorded by the Labour Court unless the same are illegal or perverse - no evidence led against purported claim of discrimination nor challenged that the discriminatory authority had no power to take disciplinary action - no illegality or perversity in impugned award as petitioner was permitted to lead evidence in rebuttal of management's evidence with regard to purported claim of discrimination.

In the present case it shows that domestic enquiry was conducted against the concerned workman for taking illegal gratification by cheque from S. M. Agarwal, local shop-keeper and there is no evidence to show that S. M. Agarwal was doing business of coal and has got any connection with the business of the management. An employee is free to take loan from any person even by cheque, as in the present case, which later returned which has been admitted by S. M. Agarwal that the concerned workman has returned his money.

9. So, in the circumstances it shows that the action of the management in dismissing Shri Parmeshwar Sahu, Ex-Arm Guard, Govindpur, Project of M/s. C. C. Ltd. is not legal and justified. Accordingly, I hold that the concerned workman is entitled to be reinstated in service in his original job from the date of his dismissal with 50% back wages. The management is directed to implement the award within 30 days from the date of publication of the award.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैसर्स सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, धनबाद के पंचाट (संदर्भ संख्या 38/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-20012/239/2004-आईआर(सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2005)

of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workmen, which was received by the Central Government on 22-11-2010.

[No. L-20012/239/2004-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD.

PRESENT : Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I. D. Act, 1947

Reference No. 38 of 2005

PARTIES : Employers in relation to the management of
Kuju Area of M/s. C C L and their workmen.

APPEARANCES :

On behalf of the Workman : Mr. S. N. Singh, Secretary,
R.C.M.S.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

State : Jharkhand

Industry : Coal.

Dated, Dhanbad the 3rd November, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/239/2004-IR (C-I), dated 31st March, 2005.

SCHEDULE

"Whether the demand of the Rashtriya Colliery Mazdoor Sangh from the management of CCL, Kuju Area for promotion of Shri Juman Khan, special grade clerk to the post of office superintendent Gr. 'A' w.e.f. 22-5-90 and office superintendent Grade 'A' I w.e.f. 1-1-99 with all consequential benefits is justified? If so, to what relief is the workman concerned entitled?"

2. In this case both the parties appeared through their authorised representative. Subsequently when the case was fixed Mr. S. N. Singh, Secretary, RCMS who was present along with the concerned workman submitted that the concerned workman does not want to contest the case and accordingly prayed to pass a 'No dispute' Award. No objection raised on behalf of the management in view of the prayer made by the representative of the concerned workman. Under such circumstances, a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 22 नवम्बर, 2010

का.आ. 3085.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ संख्या 01/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/69/2006-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd November, 2010

S.O. 3085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the management of State Bank of India and their workman, received by the Central Government on 18-11-2010.

[No. L-12012/69/2006-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/1/2007

Date: 01-11-2010

Petitioner/Party No. 1 : The Asstt. General Secretary, State Bank Karamchhari Sena, C/o State Bank of India, Main Branch, S. V. Patel Marg, Kingsway, Nagpur.

Versus

**Respondent/
Party No. 2**

1. The General Manager, State Bank of India, Personnel Department, 16th floor, Corporate Centre, Madam Cama Road, P.B. No. 12, Mumbai-21.

2. The Deputy General Manager, State Bank of India, Zonal Office, S.V. Patel Marg, Kingsway, Nagpur.

AWARD

(Dated: 1st November, 2010)

This order arises out of the petition, filed by the management for dismissal of the reference.

2. The case of the management is that the reference has been made by the Central Government in exercise of

the power conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) for adjudication of the Industrial dispute between the State Bank of India, Nagpur, the employers and their workman, the Union State Bank Karamchhari Sena, as per letter No. L. 12012/69/2006-IR (B-I) dated 24-1-2007 with the schedule as to "Whether the action of the management of State Bank of India, through its General Manager, Personnel Department, Mumbai and the Dy. General Manager, Nagpur in rejecting the case of appointment on compassionate ground in respect of Smt. Rashmi Kathikar W/o and dependent of late Suhas Vasant Rao Kathikar, an ex-employee of State Bank of India, on the newly adopted ground of quantum of retiral benefits is justified? If not, what relief the dependent of the deceased are entitled to?", and the union has challenged the action of the Bank in rejecting the case of appointment on compassionate ground of the widow of the deceased late Suhas Vasant Rao Kathikar who was an employee of the bank and the reference in question is not an industrial dispute between the employer and the workman, but it is a dispute between the legal heir of a deceased employee and the employer of the deceased employee and on collective and harmonious reading of the definitions of "industrial dispute", "workman" and provisions of Section 2-A of the Industrial Disputes Act, it can be found that any dispute or difference between the workman and the employer in connection with the employment or non-employment or terms of employment or conditions of labour are industrial dispute and definition of "industrial dispute" does not include the dispute between a legal heir of the workman and the employer and similarly, the definition of "workman" which is also very wide, does not include a legal heir of the workman even though it includes an apprentice and any person, who has been dismissed, discharged or retrenched in connection with, or consequence of that dispute and according to the Section 2-A, individual workman, who has been discharged, dismissed or retrenched or otherwise whose service has been terminated when raises the dispute with his employer can be deemed to be industrial dispute and as such, this Tribunal lacks inherent jurisdiction to decide the reference on merit and as such the reference is not maintainable and the same is liable to be rejection.

3. The Union has resisted the petition by filing its reply pleading inter alia that the application is not maintainable as the Tribunal has to decide all the issues at a time and there is no provision for piece-meal trial and the present dispute has been raised by the State Bank of India Karamchhari Sena, which is duly registered under the Trade Union Act, 1926 and the dispute is about change in service condition covered by Section 9-A of the Industrial Disputes Act and the dispute is filed by the union and due to withdrawal of granting of appointment on compassionate ground, there is change in the service condition and the

dispute can be treated as an industrial dispute covered by section 9-A and as the condition of the service has been changed without notice, the same will affect the existing employees also, so the reference is maintainable.

4. Facts necessary for the disposal of the application can be stated as follows :—

On receipt of the reference, notices were sent to the parties and in response to the notice, the Asstt. General Secretary, State Bank of Karamchari Sena, on behalf of the legal heir of late Suhas Vasantrao Kathikar filed the statement of claim stating that late Kathikar, while working as a Senior Assistant at Ramtek Branch, State Bank of India, died prematurely on 10-5-2003 and the family of late Shri S. V. Kathikar got net retiral benefit of Rs. 1.53 lakhs and the family pension payable to the family was Rs. 5,426 per month from 11-5-2003, which will be reduced to Rs. 533 from 11-5-2008 and Smt. Rashmi Suhas Kathikar wife of deceased employee applied for the post of Clerk on compassionate ground, but her application was rejected on the alleged sound financial condition and on the ground that the scheme for compassionate appointment has been amended on the basis of guidelines issued by the Government of India and suggestions from the Indian Banks Association, which is not registered as per law, was quite illegal and the Government of India cannot direct the Banks to make illegal changes and the Indian Banks Association is not the employer of the employees of Party No.1 Bank and cannot take any policy decision without giving notice of change and consultation with the employees, unions, and therefore, the new scheme for appointment on compassionate ground is totally illegal and cannot be applied to the Party No. 2 and its members and providing employment on compassionate ground has become the custom and condition of service and by virtue of the new scheme, the said condition has been changed, adversely affecting the rights of the employees and their dependents.

5. The bank also filed its written statement raising preliminary objection regarding the maintainability of the reference on the ground that the dispute in question is not an industrial dispute and this Tribunal has no jurisdiction to adjudicate the dispute. The Bank has also pleaded that appointment of the dependent of a deceased employee on compassionate ground is not a matter of right and the change made in the scheme for appointment on compassionate ground cannot be treated as a change in the service condition and as such the union has no authority to agitate the matter. The bank also in its written statement has denied the allegations made by the union pleading that after consideration of the application filed by the wife of the deceased workman, as the bank found that her case is not a fit case for appointment on compassionate ground in view of the principles enunciated by the Hon'ble Apex Court in several decisions and also

the provisions of the schemes of appointment on compassionate ground applicable to the bank employees, rejected her application.

6. At the time of hearing of the application, it was submitted by the union that the Tribunal cannot determine the question of jurisdiction separately and the Tribunal is required to take into consideration all the issues involved in the case for determination together. On the other hand, it was submitted by the management that as the jurisdiction of the Tribunal has been challenged to decide the reference, on the ground that the dispute in question is not an industrial dispute, is necessary to determine the same at first. In support of such connection, reliance has been placed by the learned advocate for the management on the decisions reported in Civil Appeal No.996 of 2006 (Chief General Manager, SBI Vs Durgesh Kumar Tiwari), 2007 (II) CLR 527 (Garison Engineer, Utility, Batinda Vs Sri Narinder) and 2007 (II) CLR 98 (Hindustan Lever Ltd. Vs Fourth Industrial Tribunal and Others). In the decision reported in 2007 (II) CLR 527 (supra), the Hon'ble Apex Court have held that "legal issue regarding maintainability of the reference was not considered, right from the beginning of the proceeding before the Labour Court and the Hon'ble High Court, appellant it specific plea that the Act was not applicable to it and it was an industry. Unfortunately, neither the Labour Court, nor the High Court dealt with this Issues.

In the above case, the Honble Apex Court set aside the award and the order of the Hon'ble High Court and remitted the matter to the Labour Court back to decide the objection raised by the appellant about the maintainability of the proceedings under the Act founded on the claim that it is not an industry. In view of the principles enunciated by the Hon'ble Apex Court, I hold that it is necessary to determine at first, as to whether this Tribunal has jurisdiction to adjudicate the dispute, as the management has raised the objection that the dispute in question is not an industrial dispute.

7. First of all, I will take up the submission made by the union that due to the rejection of the application filed by Smt. Rashmi Kathikar for compassionate appointment amounts to change of service condition of the employees under section 9-A of the Industrial Disputes Act. After perusal of the materials on record including the statement of claim and the written statement and taking into consideration the definition of "workman" and "industrial dispute" as provided in the Industrial Disputes Act, 1947, I find no force in the contention raised by the union, due to the following grounds.

"From the schedule of reference, it is found that the Government has referred the dispute to decide as to whether rejection of the application filed by Smt. Rashmi Kathikar on compassionate ground on the newly adopted ground of quantum

of retiral benefits is justified or not and if not justified then to what relief the dependents of the deceased are entitled. It is also well settled that the Tribunal cannot go beyond the reference and decide other matters beyond the reference. The reference has been made by the Government to find out the individual case of Smt. Rashmi Kathikar, so, on the guise of espousing the cause of Smt. Rashmi Kathikar, the union cannot agitate that the charge adopted by the bank regarding compassionate appointment amounts to change of service condition. It is clear from the pleading that the union had never raised any objection with the Bank or the Government when the bank made change in the scheme of giving compassionate appointment.

It is also clear from the principles enunciated by the Hon'ble Apex Court as reported in Civil Appeal No. 996 of 2006 that Hon'ble the Apex Court in 1994, in the case of Umesh Kumar Nagpal Vs State of Haryana and others, 1994(4) SCC 138 laid down the guidelines for consideration, while giving appointment in public service on compassionate ground and the Hon'ble Court stated that the general rule is to give appointment on the basis of merit and the only exception to this is when the person is given appointment on compassionate ground and the Hon'ble Apex Court made it clear that such case would arise when the deceased employee live with "penury" or "without any means of livelihood" and according to the observation of the Hon'ble Apex Court, the Government issues circular to all Ministries/Departments bringing to their notice the observation in Umesh Kumar Nagpal's case and following the guidelines for appointment on compassionate ground, the Indian Bankers Association on 23-8-98 issued the scheme for appointment of dependants of deceased employees and dependants of employees retired on medical grounds and it was stated in the scheme that before appointment was granted, the financial condition of the employees family would have to be taken into consideration and according to Clause-V of the said scheme, the financial condition of the family would include, inter alia, (a) family pension, (b) Gratuity amount receipt, (c) employees/employer's contribution provident fund etc. and the State Bank of India then formulated the scheme on 9-1-97 adopting the guidelines as contained in the Indian Banks Association circular".

In the above decision, the Hon'ble Apex Court have also held that, "as can be seen from the narration of the development of law at the outset, the pensionary benefits would be taken into account for the purpose of determining

financial condition of the family and the deceased employee which specifically provided for taking into the retiral benefits. There was no challenge to the scheme by the respondent.

We are of the view that having regard to the settled legal position, the order of rejection of the application for compassionate appointment of the respondent was correct".

8. In this case also union had, not challenged the legality of the scheme. It is also clear from the pleadings of the union in the statement of claim that compassionate appointments are made considering the financial condition of the claimant. From the pleadings of the union and so also the principles enunciated by the Hon'ble Apex Court, it can be stated that change in the scheme of appointment on compassionate ground cannot be said to be a change in the service condition and as such there was no question of giving any notice under section 9-A of Industrial Disputes Act.

9. On perusal of the definition of the "industrial dispute", as mentioned in section 2-K and definition of "workman" as mentioned under section 2-S and section 2-A of Industrial Disputes Act, 1947, it is found that the legal heirs of the deceased workman and specifically the applicant Smt. Rashmi Kathikar cannot be treated as a workman and the dispute also cannot be treated as an industrial dispute, even though the union has raised the dispute on behalf of the claimant. As it is held that the claimant is not a workman and the dispute is not an industrial dispute, it is held that this Tribunal has no jurisdiction to adjudicate the dispute. Hence, the petition filed by the management is allowed and it is ordered :

ORDER

The industrial dispute as referred by the Government is dismissed on the ground of this Tribunal of having no jurisdiction to decide the same, the same being not industrial dispute.

Hence, this may be treated as no award.

J. P. CHAND, Presiding Officer

नई दिल्ली, 23 नवम्बर, 2010

का.आ. 3086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 78/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/31/2005-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 23rd November, 2010

S.O. 3086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I. D. No.78/05) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Kshetriya Gramin Bank and their workman, received by the Central Government on 18-11-2010.

[No. L-12012/31/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/78/05

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Dulichand Agrawal,
R/o Ginni Compound,
Hoshangabad

...Workman/Union

Versus

The Chairman,
Kshetriya Gramin Bank,
Head Office, Mangalwara,
Hoshangabad

...Management

AWARD

Passed on this 2nd day of November, 2010

1. The Government of India, Ministry of Labour vide its Notification No.L-120 12/31/2005-IR(B-I) dated 8-8-2005 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of Kshetriya Gramin Bank, Hoshangabad in terminating Shri Dulichand Agrawal S/o Shri Ramjilal Agrawal from service as Deposit Collector w.e.f. 13-2-2004 is legal and justified? If not, what relief the disputant concerned is entitled to ?”

2. The case of the applicant/workman in short is that he was appointed as a Deposit Collector in the Kshetriya Gramin Bank, Hoshangabad on 20-1-99 and worked for more than five years sincerely and honestly. The applicant was getting 2% commission of the deposited amount collected from the depositors. The non-applicant/management gave a letter on 13-2-2004 to the applicant to stop the work of depositors without giving one month notice or without any proper reason. The applicant claims that the non-applicant be directed to reinstate him as Deposit Collector with back wages alongwith compensation.

3. The non-applicant/management appeared and filed Written Statement to contest the reference. The case of the management, interalia, is that admittedly the applicant was appointed vide letter dated 20-1-99 as collecting agent/Deposit Collector. The applicant is said to have entered into an agreement on 5-2-99 with the Bank. He had absolutely no right to be absorbed in the service of the Bank. It is stated that the scheme was withdrawn by the Bank on 14-2-2004 as per decision taken by the Board of Directors and the same was published in the newspaper. The agreement with the applicant had been rightly terminated as per terms and conditions of the appointment letter and the agreement. The applicant cannot be treated as “worker” and he is not entitled to any amount as has been claimed by him. The question to give one month notice does not arise. On these ground, it is submitted that the reference be answered.

4. During the course of the proceeding, the applicant died on 3-7-2009. His widow Smt. Darshanrani Agrawal filed application to substitute her in his place. The application is accordingly allowed on 3-9-2010.

5. On the pleadings of both the parties the following issues are settled for adjudication—

I. Whether the applicant was a workman and the commission paid to him was to be treated as wages in accordance with the Industrial Dispute Act ?

II. Whether the action of Kshetriya Gramin Bank Hoshangabad in terminating the service of the applicant w.e.f. 13-2-2004 is legal and justified ?

III. To what relief, if any, is the legal heir entitled to ?

6. Issue No. I

To prove the case the applicant has adduced oral and documentary evidence. The applicant Dulichand Agrawal is examined in the case. He has supported his case. He has stated that he was appointed as Deposit Collector on 21-12-98 as per appointment letter dated 21-12-98. The said appointment letter is filed which is admitted by the management and is marked as Exhibit W/1. He worked sincerely till his termination on 13-2-2004. He had rendered service for more than five years. The termination letter is filed and is admitted by the management which is marked as Exhibit W/2. The appointment letter (Exhibit W/1) shows that he was entrusted with the work under Gramin's Mini Deposit Scheme to collect deposit of the depositors by going door to door and had to issue receipts for the amount received and the amount was to be deposited on the next day at the Branch of the Bank with duplicate statements of collections prepared

by him. In lieu of the work, he was to be paid a commission of 2% of the total collection. The appointment letter further shows that there was supervision control of the bank on his work and the bank had power to detect his commission on his negligence and even to terminate his agency. Thus it is clear that the applicant was within the purview of workman as has been defined in Section 2(s) of the Industrial Dispute Act, 1947 (in short I.D. Act 1947).

7. The workman has placed reliance of the decision of the Hon'ble Supreme Court passed in *Indian Banks Association versus workmen Syndicate Bank and others* reported in 2001-1-LLJ Page 1045 wherein the Hon'ble Supreme Court has held that—

“ We have considered the rival submissions. In our view, Mr. Sharma was right when he submitted that on the basis of evidence before it the Tribunal has given findings of fact that the deposit collectors were workmen within the meaning of Section 2(s) of the Industrial Disputes Act. On the evidence on record, it could not be said that this finding was unsustainable. Having been shown the relevant evidence we are also of the opinion that the Tribunal correctly arrived at a conclusion that these deposit collectors were workmen.

Further, as seen from Section 2(rr) of the Industrial Disputes Act, the commission received by deposit collectors is nothing else but wage, which is dependent on the productivity. This commission is paid for promoting the business of the various banks.

We also cannot accept the submission that the banks have no control over the deposit collectors. Undoubtedly the deposit collectors are free to regulate their own hours of work but that is because of the nature of the work itself. It would be impossible to fix working hours for such deposit collectors because they have to go to various depositors. This would have to be done at the convenience of the depositors and at such times as required by the depositors. If this is so, then no time can be fixed for such work. However there is control in as much as the deposit collectors have to bring the collections and deposit the same in the banks by the very next day. They have to then fill in various forms, accounts, registers and pass books. They also have to do such other clerical work as the bank may direct. They are, therefore, accountable to the bank and under the control of the bank.”

Thus it is clear that the Deposit Collector was a workman and his commission was said to be wages under the provisions of I.D. Act.

8. On the other hand, the management has filed evidence by affidavit of a witness but the said witness did not turn up for cross-examination to testify the veracity of his evidence, as such his evidence is of no value. The agreement is filed by the management which is partly admitted and is marked as Exhibit M/1. The agreement further shows that there was due control and supervision of the management on the Deposit Collector and in consequence the management had power to terminate his agency. Thus it is clear that Deposit Collector was workman and his commission was treated as wages. Accordingly this issue is decided.

9. Issue No. II

It is an admitted fact that the applicant/workman was working till the day of his termination i.e. till 14-2-2004. It is also an admitted fact that no compensation was paid either under Section 25 F or Section 25 FFF of the I.D. Act, 1947.

10. According to the case of the management, there was stipulation in the agreement (Exhibit M/1) in the event of any such termination by the Bank, the Agent shall not be entitled to, nor shall raise any dispute as to whether the termination is lawful or not nor shall the Authorised collection Agent be entitled in any such event to any amount either by way of damages or otherwise how-so-ever. The applicant has filed letter and publication of the newspapers which are admitted documents and are marked as Exhibit W/2 and W/3. These documents show that such scheme had been closed w.e.f. 14-2-2004 in the region where the applicant was working. Thus it is clear that the applicant was entitled to receive compensation in accordance with the provision of Section 25 FFF of the I.D. Act as the agreement was in violation of the provision of law. I find that the management is not justified in terminating the applicant/workman without complying the provision of Section 25 FFF of the I.D. Act 1947. This issue is also accordingly decided.

11. Issue No. III

It is not out of place to say that during the proceeding, the applicant/workman died and his widow is substituted in his place. Thus on the basis of discussion made above, it is clear that the applicant was entitled to compensation on closure of the scheme and therefore the management is directed to pay compensation to the widow in accordance with the provision of Section 25 FFF of the I.D. Act 1947 within three months from the date of award. The monthly wages is to be calculated on the basis of average commission of the twelve months preceding the date of reference. Accordingly the reference is answered.

12. In the result, the award is passed with an order to cost of Rs. 5000 (Rupees Five Thousand only).

13. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2010

का.आ. 3087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 329/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/69/1998-आई आर(बी-2)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.329/2K5) of the Central Government Industrial Tribunal/Labour Court-II, Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 18-11-2010.

[No. L-12012/69/1998-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri A.K. Rastogi, Presiding Officer

Case No. I.D. 329/2K5

Registered on 25-09-2009

Sh. Tej Pal Singh Sethi C/o Sh. H.C. Arora, H. No. 2299, Sector-44-C, Chandigarh

...Applicant

Versus

The Assistant. General Manager, Punjab & Sind Bank, Z. O. Model Town, Jalandhar-144001.

...Respondent

APPEARANCES

For the workman Sh. Vikram Bajaj, Advocate

For the Management Sh. J.S. Sathi, Advocate

AWARD

Passed on 12 November, 2010

The Central Government vide Notification No. L-12012/69/98-IR(B-II) dated 4-12-1998 read with corrigendum dated 8-7-99, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Punjab and Sind Bank represented by the Asstt. General Manager, P.S.B. Zonal Office, Model Town, Jalandhar in imposing the punishment of dismissal from services upon Sh. Tej Pal Singh Sethi, Ex-Clerk-cum-Cashier w.e.f. 16-11-93 is just legal? If not, what relief the workman is entitled to?”

The workman has raised industrial dispute stating that vide Charge-Sheet dated 16-11-1993 the Chief Manager of Punjab and Sind Bank, G.T. Road, Jalandhar (hereinafter referred to as Bank) purportedly in exercise of powers of disciplinary authority charged him under four heads namely; (1) Absence without leave, over staying the sanctioned leave without sufficient grounds (2) Willful insubordination or disobedience of unlawful and reasonable order of the management or superiors; (3) Habitual doing of minor misconduct amounting to major misconduct and (4) Doing an act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss. On 25-2-1995 the Chief Manager issued a Show Cause Notice proposing punishment of dismissal from bank service on all the charges. On a written representation and personal hearing on 20-3-1995 the Chief Manager reduced the punishment of dismissal to stoppage of increment for six months for charge No.1 but for the remaining three charges, the punishment of dismissal was confirmed. The appeal of the workman against the order of dismissal also failed. It has been stated by the workman that the Charge-sheet was an amalgamation of minor and major misconducts. Charge No.1 was a minor misconduct, while the remaining three charges pertain to major misconduct. Single Charge-Sheet for major and minor misconduct is against the order dated 16-10-1992 of the Chairman and Managing Director of the bank. According to the workman by issuing single Charge-sheet for major and minor misconduct the bank has deprived him of his right to appeal and the appointment of Enquiry Officer about the charge of minor misconduct is against the Bi-partite settlement dated 31-10-1979 read with C.M.D. Order dated 16-10-1992. Workman has further stated that for the main charge the punishment of stoppage of increment for a period of six months was imposed. The punishment of dismissal for the remaining charges which were merely off-shoots of the main charge is arbitrary and disproportionate. The charge of habitual minor misconduct

was erroneous. The disciplinary as well as appellate authority also failed to appreciate that the overstay of the sanctioned leave by the workman was due to sufficient and reasonable grounds. There was no intention on his part to disobey the instructions of the superiors and he did not commit any misconduct in this regard. The management had demanded from him the additional certificate from Civil Surgeon and the same was provided by him. Therefore, the irregularity, if any, stands rectified. The punishment of dismissal from service is grossly disproportionate and unduly harsh. The workman has prayed for setting aside the order of dismissal and for his reinstatement with all consequential benefits including back wages and seniority.

Respondent has contested the claim. In its written statement it was stated that minor misconduct by its recurrence and refusal to abide by lawful instructions issued by the authorities amounts to major misconduct. The bank acted in accordance with law and the action taken by it against the workman is not assailable on any alleged grounds. The authority competent to take disciplinary action in respect of major misconduct was legally competent to take action in the minor misconduct also. The Medical Certificate produced by the workman at later stage did not cover the period of his unauthorized absence and it cannot condone the misconduct or disobeying the lawful instructions of the competent authority. The banks' action in dismissal of workman from bank service was perfectly in consonance with the proved misconduct. Workman is not entitled to any relief.

The workman filed a rejoinder to the written statement of the respondent.

It is important to note that the punishment of stoppage of increment for six months on the charge of remaining absent without leave or overstaying the sanctioned leave without sufficient ground is not the subject matter of the reference. The only issues involved in the case are :—

1. Whether the action of the management of Punjab and Sind Bank, represented by the Asstt. General Manager, P.S.B. Zonal Office, Model Town, Jalandhar in imposing the punishment of dismissal from services upon Sh. Tej Pal Singh Sethi, Ex-Clerk-cum-Cashier w.e.f. 16-11-93 is just and legal ?

2. To what relief the workman is entitled to ?

In support of his claim the workman has filed his own affidavit along with certain Annexures, while the management has filed the affidavit of Balkar Singh Khakh, Personal and Industrial Relation Officer, Zonal Office, Jalandhar.

Further have filed-written arguments in the case.

I have perused the material on record and also written arguments of the parties. My findings on the issues are as follows :—

Issue No. 1

Incidentally it may be mentioned that as per Charge-sheet marked as Ex. W-3, the first charge for which the punishment of stoppage of increment for six months was imposed and which is not in question is :

"You applied for one day leave i.e. for 2-7-1993 on the ground of sickness of wife but remained unauthorizedly absent thereafter. You did not report for duty in spite of B/O's letter dated 7-7-93, Registered letter dated 15-7-1993 but instead you submitted one month's leave application dated 12-7-1993 submitting Medical Certificate as evidence of your own sickness."

However, the second charge against the workman was :

"Further on being advised by Manager, Extension Counter, L.K.C. vide telegram dated 20-7-93 to appear before C.M.O. for medical examination. You instead appearing before C.M.O. simply wrote to Branch Manager vide your letter dated 22-07-1993 that since you have already submitted a Medical Certificate from a competent doctor, the same does not attract replacement thereof from C.M.O. thus, willful disobeying the lawful and reasonable orders of the management and your superiors."

For this charge, the order of dismissal was passed against the workman. From above it is clear that the workman had submitted one month's leave application dated 12-7-1993 alongwith Medical Certificate but the management was insisting on producing a Medical Certificate from C.M.O. The argument of the workman is that under the Bi-partite Settlement there is no provision for directing the workman to appear before the C.M.O. for medical examination, hence, his non-appearance before the C.M.O. does not amount to misconduct. The management in its arguments has not disputed that the Bi-partite Settlement has no provision for directing the workman to appear before the C.M.O. for medical examination. The workman has cited Management of the Northern Railway Co-op. Credit Society Ltd. Jodhpur Versus Industrial Tribunal Jodhpur AIR 1967 SC 1182. In that case one of the charges against the workman was that of disobedience of order in not attending for medical-examination in accordance with Honorary Secretary's letter and from it an inference was drawn that workman was not prepared to face the medical-examination because he had pretend to be sick. The Hon'ble Supreme Court observed that there is nothing to indicate that there were any rules of the society under which the workman was required to

obey the orders given by the Honorary Secretary to appear for medical examination by a particular doctor nominated for the purpose. The Hon'ble Supreme Court held that in the absence of any rules workman could very well feel justified in relying on certificates obtained by him from a Registered Medical Practitioner even though he might only be a Vaid practicing Ayurvedic medicines. The Charge of disobedience or orders, which were not enforceable in rule, could neither be the basis of any order of dismissal or removal nor would it lead to any inference that the workman had merely been pretending to be sick.

As the management in the present case has failed to refer any rule or provision of Bi-partite Settlement which make it obligatory for the workman to follow the directions of the management about appearing before C.M.O., the workman would not be held guilty for disobeying the order of the management. It is important to note that subsequently on the reference of the management dated 31-08-94 Ex. W-5 the workman did appear before Civil Surgeon, Jalandhar and it is clear from Ex. W-6 the letter of the Civil Surgeon dated 05-09-1994 that he had been admitted in Orthopedic Ward in Jalandhar on 02-09-94 and remained admitted on the date of letter also. In the rejoinder the workman has stated that he was suffering from Disc Syndrome.

It may be mentioned here that the justification of the absence of the workman is not to be examined here. We are concerned only with the charge that whether the workman committed any insubordination or disobedience of lawful, reasonable order of the management and the answer to the question had already been given above. The workman cannot be held guilty of insubordination or disobedience of orders.

The next charge against the workman is of "continuous willful absence from the bank causing great harm to the development of the branch and customer service" (as per charge-sheet dated 16-11-1993 Ex. W-3). For this charge also the workman was held guilty and punished by dismissal. Regarding this charge the argument of the workman is that since he was not attending to his duties, there was no question of any negligence likely to involve the bank in serious loss. The misconduct involving negligence can be attributable only against an employee who is on duty and the findings recorded by the Enquiry Officer that by neglecting to be on duty the provisions of the Bi-partite Settlement was violated by the workman is funny. The argument of the management on the other hand is that when an employee does not attend the duty it is bound to affect the efficiency and working of the institution and such conduct on the part of an employee constitute misconduct.

I do not agree with the argument of the management. Accepting this argument would mean that an employee cannot avail any type of leave even, because during the

leave period he will not attend his duties and that will affect the efficiency and working of the bank. Workman is right in arguing that misconduct involving negligence can be attributed to an employee who is on duty.

The third charge for which the workman has been held guilty and awarded a punishment of dismissal is "Habitual doing of any act which amount to minor misconduct" (as per charge-sheet dated 16-11-1993 Ex. W-3). Regarding this the Enquiry Officer in his report of finding Ex. W-8 has said that "The C.S.C. repeatedly submitted leave application along with Medical Certificate of "Lajwant Hospital" from the Doctors' of his choice marked as 1, 3, 4, 5 inspite of bank's official order marked as Ex. MX-5. In the light of above para 19.5(f) habitual doing of any act, which amounts to minor misconduct is proved."

It is important to note that habitual doing of any act of minor misconduct amounts to major misconduct. The hollowness of the charge does not requires any elaboration as the workman has submitted in his arguments that remaining absence continuously for some period does not amount to habitual minor misconduct. As submitted by the workman the clause 19.5(f) reads as under :—

"19.5(f) Habitual doing of an act which amounts to minor misconduct as defined below :—

Habitual means course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warning had been administered or adverse remarks has been entered against him."

It is clear that to constitute a major misconduct the minor misconduct must relate to previous three occasions. Continuous absence for certain period does not mean that everyday a workman remained absent will constitute a separate misconduct.

It will be noted that all the three charges for which the workman was awarded the punishment of dismissal stemmed from a minor misconduct. The management has made a hill out of a mole. The management cannot said to be fair towards the workman. There is nothing on record to show that the service of the workman was not satisfactory. It appears that management twisted and moulded the facts of a minor misconduct to make several cases of major misconduct to get rid of the workman. The workman has been shown the doors without any justification. He is not guilty of the charges discussed above and punishment awarded to him is not only harsh or disproportionate but unwarranted. It is, therefore, held that the action of management of Punjab and Sind Bank represented by the Assistant General Manager, Zonal Office, Model Town, Jalandhar in imposing the punishment of dismissal from service upon the workman is totally unjust and illegal. Issue No. 1 is decided in favour of the workman,

Issue No. 2.

There is nothing on record to show, nor does the management allege that the workman is a type of person whose presence is undesirable or is not conducive to the discipline or the business of the bank or the bank has lost confidence in him. I, therefore, find the workman entitled to reinstatement with all consequential benefits. Accordingly, the reference is answered against the management and in favour of the workman. The order of dismissal from service passed against the workman is set aside and he is reinstated with all the consequential benefits including back wages, seniority and consideration for further promotion. The management is directed to comply with the award within a month of receiving a copy of the award. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2010

का.आ. 3088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 32/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/71/2008-आईआर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.32/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 18-11-2010.

[No. L-12012/71/2008-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 10th November, 2010

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 32/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section

10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their Workman)

BETWEEN

Sri K. Palani : 1st Party/Petitioner

Vs.

The Asstt. General Manager : 2nd Party/Management
Indian Bank Circle Office
AVR Towers, 4 Bharati Street
Cuddalore-607001

APPEARANCE :

For the 1st Party/ : Sri J. Thomas
Petitioner Jeyaprabhakaran,
Authorised Representative

For the 2nd Party/ : M/s. T. S. Gopalan & Co.,
Management Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/71/2008-IR(B-II)] dated 06-02-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Indian Bank in terminating the services of Sri. K. Palani is legal and justified ? What relief is the workman entitled to ?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 32/2009 and issued notices to both side. Both sides entered appearance through their respective counsel and filed their Claim, Counter and Rejoinder Statement as the case may be.

3. The Claim Statement contentions briefly read as follows :

Petitioner, a Sub-Staff under Respondent/ Management since 11-11-1993 at Tirupapuliur and thereafter to Kallakurichi Branch in Cuddalore District with last drawn monthly salary of Rs. 7,000 and odd met with Compulsory Retirement after a censure on 09-10-2006 which gave rise to the present reference. In the Show Cause Notice dated 16-08-2005 he was alleged with 7 lapses viz. (i) he with Mr. Periasamy, Clerk/Shroff obtained a hand loan of Rs. 15,000 from SB Account Holder, A.D. Lingan (SB A/c No. 185) on 23-02-2005, (ii) it was not repaid till 28-4-2005, (iii) prevailing upon Periasamy petitioner caused fictitious credit entries to be made in SB Book of A.D. Lingan for Rs. 5,000 on 12-04-2005 and Rs. 10,000 on 13-04-2005, (iv) stealthily removed OBC 3690 instrument for Rs. 5,89,000 addressed to Indian Bank, Attur (Salem) from the despatch box on 07-03-2005, (v) being on leave

on 8-3-2005 took OBC 3690 instrument for Rs. 5,89,000 to Indian Bank, Attur Branch on 08-03-2005 without authorization and demanded realization credit advice immediately, (vi) unauthorizedly collected the sent credit advice from M/s. Professional Courier Service, Kallakurichi on 10-03-2005, removed the credit advice from the cover and returned the empty cover to Courier Agency to hand over to Branch as is where is condition and (vii) meeting Amirtham, PTS at Kallakurichi on 10-03-2005 instigated her to give false statement about the empty cover confirming that it was received as is where is condition only. In his explanation dated 31-08-2005 he denied the allegations. The hand loan was taken for urgent domestic and medical expenses of which Rs. 10,000 was paid to Periasamy. He could not arrange the money for payment. AD. Lingan on 12-04-2005 arrived at the bank and threatened petitioner and he became restive. Then he caused Periasamy to effect a credit entry in Lingans Pass Book for Rs. 5,000 and another credit entry for Rs. 10,000 the next day expecting remittance any moment. It was not an, intention to cheat. Regarding removal of OBC petitioner did so to hand it over personally the same to his colleague at Shankarapuram. On 10-03-2005, when he had been to Courier Office to collect his personal thapal he came across the cover which he got handed over to himself which is not objectionable. An enquiry was held in the culmination of which after examination MW1 to MW5 and marking MEX1 to MEX22 enquiry report was prepared dated 10-08-2006 to which petitioner submitted comments on 26-08-2006. On 18-09-2006, proposed punishment of censure for charges (i) and (ii) as pr Clause-6(h) and Compulsory Retirement under Clause-6(c) in respect of Charges-(iii) and (vii) and Charges-(iv) to (vi) for gross misconduct of Memorandum of Settlement dated 10-04-2002 was issued. There was personal hearing on 27-09-2006. On 09-10-2006 the proposed punishments were imposed. Appeal filed was dismissed on 27-12-2006. Petitioner has been singled out and discriminated. The punishment is illegal, unjustified and in victimization under unfair labour practice. He is made a scapegoat. Entries in Pass Book of AD. Lingan were made by A Periasamy only who is punished only with a censure and bringing down to lower stage by 2 stages. Periasamy was also alleged with identical charges as of 1st Party. Investigating Officer's report implicate both petitioner and Periasamy, Enquiry was also against both for similar charges. Periasamy is an accomplice. There is no question of petitioner instigating him. Enquiry Officer without applying mind and without appreciating the evidence unjustly held the charges proved. No capital punishment is warranted. Charges are not established. Disciplinary Authority acted mechanically passing a non-speaking final order. The Appellate Authority acted with prejudice, Appellate Authority's order suffers from the vice of arbitrariness and non-application of mind. Evidence may be re-

appreciated under Section-11A of the I. D. Act and the petitioner may be reinstated.

4. Counter Statement contentions briefly read as follows :

Claim Statement allegations except those admitted are denied. On presentation of an outstation cheque for collection, cheque will be sent to the branch of the same bank in the station where the drawer bank branch is situated. Then it will be taken for clearing. After clearing, receiving bank will send a credit advice to the branch in which the cheque was to tendered for collection and based on the credit advice the account of payee of the cheque will be credited for the value of the cheque. Clearing of an outstation cheque will take not less than 4 days. It is not uncommon to depute a messenger to take it personally. No staff is permitted to undertake this exercise without permission, and which if done so must be for extraneous reasons. It was informed from Kallakurichi branch that the petitioner came there and handed over an instrument by hand on 08-03-2005 and wanted realization advice the same day but which they sent only by post. Thereafter Kallakurichi branch came to know about the stealthy removal of the OBC. Petitioner admitted before Investigating Officer on 28-04-2005 regarding the removal of the OBC which was unauthorized. On 27-04-2005, A.D. Lingan complained regarding the genuineness of 2 credit entries in his Pass Book for Rs. 5,000 dated 12-04-2005 and Rs. 10,000 dated 13-04-2005. The 2 credit entries were not reflected in the computer ledger balance. They were bogus entries. Subsequent entries were also made and the balance was suitably manipulated to substantiate the earlier two entries. Petitioner admitted in his explanation substantial part of the allegations. In the enquiry he did not lead any evidence. That petitioner had no intention to cheat cannot be accepted. He was not expected to have the financial dealing with the customer. Petitioner instructed Periasamy and case of Periasamy cannot be put on the same footing as of petitioner. Periasamy only obliged the petitioner in making the fictitious entries. Periasamy is not a beneficiary out of the credit entries in the Pass Book of A.D. Lingan. It was only to shield the petitioner that Periasamy had made the entries. Withdrawal Slip had been signed by the petitioner taking Rs. 15,000. Non-mention of return of money taken by Periasamy to petitioner is petitioner's connivance. There is no discrimination since both are not equals. Dishonest conduct of petitioner caused undue anxiety. Orders and punishment do not call for interference. Payment of his pension will be considered on application. The claim is to be rejected.

5. Rejoinder Statement contentions in a nutshell are as follows :

Investigating Officer admits genuineness of the cover transaction if the petitioner had taken the permission

therefor. Compulsory Retirement is highly incommensurate with the misconduct

6. Points for consideration are :

- (i) Whether the Compulsory Retirement of the petitioner is legal and justified ?
- (ii) To what relief the concerned workman is entitled ?

7. Evidence consists of the testimony of WW1 and Ex.W1 to Ex.W14 on the petitioner's side and Ex.M1 to Ex.M10 and Ex.M11 (series) marked on the Respondent's side with no testimony adduced.

Points (i) & (ii)

8. Heard both sides. Perused the documents, records and written submission filed by the petitioner. The representative of the petitioner argued that the action against the petitioner is a classic case of gross discrimination based on cadre difference and bias. The petitioner while was confronted with 7 charges. Periasamy, Clerk a co-delinquent faced 4 charges. In both the sets of charges the involvement of both Palani and Periasamy in the impugned transactions is with equal role. There was an additional charge sheet against Periasamy attributing him to have had carried out the 2 fictitious credit entries and subsequent entries in the Pass Book of his own accord when pressurized by the party and not at the instigation of Palani. Both persons were equally involved in obtaining the hand loan from the customer. Out of Rs. 15,000 as Hand Loan obtained from A.D. Lingam, Periasamy was instantaneously getting Rs. 10,000 leaving only Rs. 5,000 to Palani. The transaction as a whole has taken place at the spur of a moment and is not with an ill intention or planning. When the party was agitating, to avoid embarrassing situation the entries were made in the Pass Book with an intention to remit the amount into the account in quick succession. The customer had no notion that Palani cheated him. As admitted in the Counter Statement sometimes when outstation cheque, from a branch is taken to another branch in a nearby location, say within a distance of 100 kms., it is not uncommon to depute a messenger to take it personally. Therefore petitioner's indulgence in collecting the outstation cheque etc. is not to be reckoned unusual or irregular. It was done only in an over enthusiasm to help a known and related customer. The said transaction has been approved as having taken place in a genuine manner by the Management's witnesses for just lack of permission. The covers are usually opened by the Daftry in the presence of Asstt. Branch Manager. The punishment is discriminatory as well as being disproportionate to the gravity of the offence. Capital punishment is totally unwarranted. In the charge to Periasamy there is no allegation of his having been induced by the petitioner.

9. The contra contentions on behalf of the Respondent are that it is Palani who has signed in the Withdrawal Slip. It is he who received the money of Rs. 15,000 out of which Rs. 10,000 was given to Periasamy, which the latter returned to Palani, but which Palani did not remit back to the account until 29-04-2005. The petitioner has not denied the allegations but has been out to justify them.

10. Having considered the rival contentions I am led to the conclusion that there is some force in the contention of the representative of the petitioner. The first and foremost challenge is against the punishment of Compulsory Retirement, of course with superannuation benefits, a capital punishment as quite disproportionate to the gravity of the offence. When both the petitioner as well as Periasamy, Clerk faced identical charges and both of them have been found guilty in the enquiry has the petitioner been discriminated with greater punishment of censure and Compulsory Retirement whereas Periasamy has been inflicted with the punishment of censure and bringing down to lower scale by 2 stages ? While the finding on all the charges as to the guilt of the petitioner cannot be set aside the same being only true and based on facts proved in the enquiry for various reasons, such as that approval of the act of the petitioner in collecting the outstation cheque and dealing with it for which he has not had obtained permission is not legally possible in the absence of permission. Only when permission is obtained petitioner could resort to that course. Regarding the opening of the cover by petitioner it could have been approved only if he had done it in the presence of the Assistant Branch Manager which was not so done. So his acts in regard to above aspects are unauthorized inviting disciplinary action. That the petitioner had no intention to cheat the customer is not at all a tenable contention. One cannot be heard to say that despite his doing an unfaithful act it is not with an intention to defraud. On the aftermath of a really fraudulent act the impression of the defrauded to the contra is not material and is unrealistic. That petitioner did not induce Periasamy to do the offending acts cannot be accepted. That Periasamy only obliged the petitioner in making the fictitious entries cannot be accepted. That Periasamy is not a beneficiary of the credit entries in the Pass Book of A.D. Lingam cannot be accepted. That Periasamy did so only to shield the petitioner cannot be accepted. That there is no discrimination since both petitioner and Periasamy are not equals cannot be accepted in toto. The same can only be partially true. That is to say as regards the charges in relation to obtaining of hand loan of Rs. 15,000 from A.D. Lingam there is proved existence of the marriage of the minds of both the petitioner and Periasamy with unity of purpose. As regards the collection of OBC and pursuit of it by petitioner at every subsequent stage successively to deal with it from stage to stage, described by the petitioner as mere accidental

coincidences of events cannot be believed or accepted without a pinch of salt. Discernibly the petitioner had been after the OBC and his own version that it was only to help a friend/customer vouchsafes this view. This practice could be resorted to by petitioner only if he has been permitted by his employer bank to do so. In the absence of permission the same is a misconduct. That the said transaction went through well causing no loss or prejudice and has acquired a status of genuineness is not at all relevant. Whether the bank has not been prejudiced or not incurred any loss is not a relevant consideration. What is material is the propensity of the petitioner to commit the misconduct. The charges against the petitioner on these aspects have also been held proved in the enquiry which went well and culminated in a finding. The finding is proper, legal and fair viewed from any angle. These proved charges are additional or special to the petitioner alone which do not touch upon the co-delinquent Periasamy. So to say the case of petitioner that himself and Periasamy stand on equal footing in the matter of proved charges is totally absurd. While all the 7 charges against the petitioner stand proved there are only 4 charges against Periasamy which also stand proved. Hence the contention that both the delinquents are at equal fault is fallacious and cannot be countenanced. Here again the relevant consideration is whether in spite of the unequal situation interse the two delinquents, yet it could be found that the punishment meted out to the petitioner when compared to that on Periasamy turns out to be discriminatory.

11. Even if there is any persuasion from petitioner, Periasamy could not have done the act. The act of Periasamy cannot be regarded as one done only out of persuasion from the petitioner. The act of Periasamy is one which may be out of persuasion from the petitioner as well as is one out of his own volition in order to obtain a loan of Rs. 15,000 from A.D. Lingam the proceeds of which had been discernibly pre-planned for being shared between themselves at a rate of Rs. 10,000 to Periasamy and Rs. 5,000 to the petitioner instantaneously at the time of actual tender. Even with persuasion from the petitioner to Periasamy to do so, Periasamy cannot do it except with his own volition too. For actus-rea from Periasamy his mens-rea should precede. For Periasamy's volition to act in the direction he desires petitioner's persuasion may also have been a cause of which the effect is the making of fictitious entries in the Pass Book of the customer. Discernibly there is sharing of common intention between the two parties in accomplishing the act to achieve their common purpose. In the planned action done if and by Periasamy alone petitioner is also liable as if it were done by petitioner alone. Though, according to petitioner in his explanation he only requested Periasamy simply to do so which is later seen described by the same petitioner as a fervent request mutually contradicts. This could only be seen as an attempt of the petitioner to justify his conduct.

In the hand loan transaction for Rs. 15,000 obtained from A.D. Lingam, the role of both the petitioner and Periasamy is equal. The continued conduct of Periasamy causing the 2 fictitious entries in the Pass Book of A.D. Lingam and also the subsequent entries though could be reckoned as a separate or individual action on the part of Periasamy it is really not so. This is an act impliedly intended by the petitioner as well to be followed up by Periasamy to make an ostensible appearance of the fraud as legal and normal. The finding that the petitioner is guilty of the proved charges is not to be interfered with and is only to be upheld. Our present question is whether the punishment imposed is still proper or fair. While the punishment of the petitioner cannot be regarded as disproportionate to the gravity of the offence, yet for other reasons, say good reasons, it has to be deprecated as not fair and proper. Here are two delinquents who committed misconducts in respect of a hand loan of Rs. 15,000 obtained from a customer jointly by petitioner/sub-staff and Periasamy, a Clerk. Again there is fictitious crediting of entries in the Pass Book of the customer by Periasamy which is sharing common intention with the petitioner. For these misconducts both the petitioner and Periasamy are liable to punishment equally. But the punishments imposed are different. While it is capital punishment to petitioner it is liberal to Periasamy. Therefore, the punishment imposed on Periasamy is lenient but that against the petitioner has been discriminatory as regards the charges common to both. It is against equity, justice and good conscience and much against the principles of natural justice. It is biased. It may even be said to be in victimization of petitioner in unfair labour practice by which petitioner is thrown out of his employment. It is a specific case of discriminatory treatment to one delinquent between two delinquents with equal degree of culpability of delinquency. Under no stretch of thought it could be said that the misconduct of Periasamy in respect of the charges, common to both is lesser in degree than that of petitioner. But before making a final decision as to discriminatory treatment it is to be noted that as against petitioner there are 3 additional charges too which also stand proved. Therefore, it is again germane to consider whether with the 3 more additional charges standing proved against the petitioner, the impugned punishment of Compulsory Retirement could still be held legal and justified. According to me the additional charges are not so grave enough to mete out to the petitioner the capital punishment, though it is in combination with the proved common charges. It has been inequitable to have inflicted severe punishment on petitioner than that inflicted on Periasamy for the proved common charges. Hence as regards the common charges punishment of petitioner is to be limited to the extent of punishment imposed on Periasamy. As regards the additional charges proved against the petitioner he is liable to extra punishment. But the additional charges cannot be regarded as so grave enough to warrant capital punishment even if and when it

is in conjunction with the proved common charges. Therefore, the punishment is to be set aside. This is to mete out equal treatment to two delinquents with equal degree of delinquency in regard to proved common charges. This was a case fit for awarding the capital punishment of Compulsory Retirement to the delinquents whoever. As an equalizer of the punishments to both the delinquents Periasamy who has been liberally dealt with by the Management is not to be made to visit with the sanction of a capital punishment viz. Compulsory Retirement with superannuation benefits. Instead the petitioner be reinstated into service and given the punishment as is inflicted on Periasamy.

12. Resultantly, the punishment of Compulsory Retirement inflicted on the petitioner is set aside and it is ordered that Respondent/Management shall reinstate the petitioner into service forthwith with continuity of service and other attendant benefits. The Management may thereafter inflict on the petitioner the punishment inflicted on his co-delinquent Periasamy. Awarding backwages cannot normally be automatic with reinstatement. Termination of petitioner from service cannot be said to be disproportionate. But it is on other good reasons that the petitioner has to be reinstated. It is held by the Apex Court that the power of Tribunals extends to interfere with punishment not only when the punishment is disproportionate to the gravity of the misconduct but also for other good reasons. The petitioner herein is to be awarded with the punishment equal to that of Periasamy for the proved common charges and some extra punishment for the additional 3 charges proved against petitioner alone. Therefore the petitioner and Periasamy cannot be said to be delinquents in equal degree. For the additional charges proved against petitioner he has to be awarded some more punishment that awarded to Periasamy. Otherwise, it would be giving rise to a situation in which two un-equals are treated equally for the reason that Periasamy guilty of lesser charges and petitioner guilty of more charges are punished equally. The same would create an awkward and absurd situation. So the punishment to be imposed on petitioner finally is not to be limited to that awarded to Periasamy.

13. Regarding backwages, again the question is whether petitioner is entitled to the same at all? For this the yardstick to be adopted is pose a pertinent question; i.e. if petitioner had not been terminated from service and were inflicted with the punishment awarded to Periasamy and some other punishment for the additional charges proved would not he have continued to receive his regular salary? Since the termination from service of petitioner is unjust from any view of the matter I am of the opinion that the petitioner should get backwages. The next question is whether he should be allowed the full backwages or it has to be a part only. Due to having been out of employment the petitioner has not had the occasion to serve the bank

after his Compulsory Retirement for the actual entitlement of pay. In his case the maxim "dies-non" meaning "no work; no pay" is to apply as a normal incidence. But such a view appears to be too unjust a treatment towards petitioner. He was awarded capital punishment which is unjustified. His case is that he is remaining unemployed after Compulsory Retirement. This aspect remains unchallenged. Hence taking into consideration all the facts and circumstances I am of the considered view that petitioner has to be awarded backwages but not in full. That the backwages to be awarded to him be limited to 75%. Then the question is what shall be the extra punishment to be given to the petitioner? I order that let it be by way of forfeiture of 25% of the backwages. It is ordered accordingly. Accordingly, petitioner is ordered to be reinstated. Thereafter the Management may impose on the petitioner the same punishment awarded to Periasamy over and above the punishment of censure.

14. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th November, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri K. Palani
 For the 2nd Party/
 Management : Nil

Documents Marked :

From the Petitioner's side

ExNo.	Date	Description
ExW1	21-11-2005	Charge Sheet No. CO:CUD:V1GL:DP/AS/44 dated 21-11-2005 issued to Sri K Palani.
ExW2	28-12-2005 and Other dates	Copy of the Enquiry Proceedings held against Sri K. Palani by Sri R. Mathivanan, Enquiry Officer alongwith the documents marked by the Management as Management exhibits. MEX-2, 3, 4, 5, 10, 11, 14, 15, 16, 17, 20, 21, 22 & DEX-1
ExW3	-	Summing up of the Defence Representative, Sri J. Thomas Jeyaprabhakaran on the enquiry proceedings held against Sri K. Palani

Ex.W4	12-08-2006	Letter No. CO/ CUD/VIGIL/ 57/2006-07 dated 12-8-2006 of Chief Manager /Second-in-Command, Disciplinary Authority enclosing the findings dated 10-08-2006.	2006-07 by the Chief Manager/ Disciplinary Authority served on Sri A. Periasamy.
Ex.W5	26-08-2006	Sri K. Palanis reply to the Chief Manager/ Disciplinary Authority's memo dated 12-08-2006.	Ex.W14 16-07-2007 Industrial Dispute raised by Sri K. Palani before the Asstt. Labour Commissioner (C), Chennai.
Ex.W6	18-09-2006	Second Show Cause Ref: CO/CUD/VIGIL/77/2006-07 by the Chief Manager/ Disciplinary Authority to the Charge Sheeted Employee and fixing Personal Hearing.	From the Management side :
Ex.W7	3-10-2006	Sri K. Palani's reply to the Second Show Cause.	Ex.No. Date Description
Ex.W8	9-10-2006	Punishment order served on Sri K. Palani by the Chief Manager/Disciplinary Authority - Ref: CO/CUD/VIGIL/DPAS/91/2006-07.	Ex.M1 16-08-2005 Letter suspending the petitioner pending further departmental action.
Ex.W9	9-11-2006	Appeal preferred by Sri K. Palani before the Deputy General Manager/Appellate Authority against the order of punishment of the Chief/ Disciplinary Authority.	Ex.M2 19-06-2006 Presenting Officer's summing up.
Ex.W10	28-12-2006	Letter No. CO : CUD : VIGIL/138/2006-07 dated 28-12-2006 by the Chief Manager, CO:Cuddalore enclosing orders dated 27-12-2006 passed by the Appellate Authority.	Ex.M3 9-04-2005 Savings Bank Pay in Slip.
Ex.W11	21-11-2005	Charge Sheet Ref. CO/CUD/VIGIL/DP/AS/43/2005-06 dated 21-11-2005 issued to Sri A. Periasamy, Clerk/ Shroff, Kallakurichi Branch.	Ex.M4 29-4-2005 Statement of Accounts from 25-01-2005 to 28-04-2005.
Ex.W12	7-08-2006	Letter Ref CO/CUD/VIGIL/ 53-2006-07 dated 7-08-2006 by Chief Manager/ Disciplinary Authority enclosing the findings of the Enquiry Officer dated 4-08-2006.	Ex.M5 3-05-2005 Letter of the bank regarding unauthorized credit entries in the account of Mr. A. D. Singh.
Ex.W13	3-10-2006	Punishment order Ref. CO/ CUD/VIGIL/DPAS/85/	Ex.M6 23-02-2005 Cashier payment scroll containing the payment details to the debit of SB A/c No. 185 of Sri A. D. Singh.
			Ex.M7 31-08-2005 Confession Statement given by Sri A. Periasamy to the Deputy General Manager, Cuddalore.
			Ex.M8 31-08-2005 Confession Statement given by Sri K. Palani to the Dy. General Manager, Cuddalore.
			Ex.M9 - IBGA advise from Attur Branch.
			Ex.M10 5-03-2005 7-03-2005 8-03-2005 Despatch Register.
			Ex.M11 19-04-2010 Letter from Branch Manager, Indian Bank, Sankarapuram to H.O., Chennai enclosing copy of correspondence regarding payment of Gratuity to the petitioner on various dates.

नई दिल्ली, 24 नवम्बर, 2010

AWARD

का.अ. 3089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 49/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12011/92/2007-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.49/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of United Bank of India and their workman, which was received by the Central Government on 18-11-2010.

[No. L-12011/92/2007-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT BHUBANESWAR

PRESENT:

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 49/2007

Date of Passing : Award - 29th October 2010

BETWEEN:

The Management of the Regional Manager,
United Bank of India, Orissa - II, Region,
At/Po. Ainthapali, Dist. Sambalpur-768004.

...1st Party-Management.

AND

Their workman Shri Maheswar Nath,
represented Through the Secretary,
United Bank of India Employees Union,
Orissa State Committee,
C/o. United Bank of India,
Plot No.3, Nayapalli, Bhubaneswar,
Pin-751 015, Orissa.

...2nd Party-Union.

APPEARANCES:

None : For the 1st Party-Management.

None : For the 2nd Party-Union.

The Government of India in the Ministry of Labour vide its letter No. L-12011/92/2007-IR (B-II) dated 28-11-2007 have referred an industrial dispute existing between the employers in relation to the Management of United Bank of India and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947.

2. The dispute as mentioned under the schedule of reference is quoted below :—

"Whether the action of the Management of United Bank of India in inflicting punishment on Shri Maheswar Nath, Daftary by reducing his basic pay to two stages with effect from 30-7-2003 on the ground of misconduct is legal and justified? If yes, whether the punishment is proportionate to the offence committed by the workman? If not, what relief the workman is entitled to?"

3. The Ministry in the letter of reference has directed the parties raising the dispute to file a statement of claim, complete with relevant documents, list of reliance and witnesses with the Tribunal within 15 days of the receipt of the order of reference. But it is shocking to note that nearly a period of three years is going to expire and the 2nd Party-Union has not filed any statement of claim. The reference was earlier returned to the Ministry by the order of this Tribunal dated 28-5-2010, but subsequently on the representation dated 6-8-2010 of the Secretary of the 2nd Party-Union to the Ministry, the Ministry has again sent the reference for reconsideration and giving award by determining the question referred for adjudication on merits within a period of one month of receipt of their letter dated 23rd Sept. 2010. The Ministry also directed the parties involved in the dispute to complete the formalities if any and requested this Tribunal that in the case of non-compliance the Tribunal would be free to give its award. Despite the request of the Ministry the parties involved in the case abstained from appearing in this Tribunal and failed to file any statement of claim and in turn reply to statement of claim. The matter still hangs as it was earlier on 28-5-2010 when this Tribunal returned the reference to the Ministry. It is worthless to remind that the industrial disputes referred to the Tribunal are to be decided within three months as per mandate of Section 2-A of Section 10 of the Industrial Disputes Act and usual direction given by the Ministry in their letters of reference. When there is no statement of claim before this Tribunal, this Tribunal is not in a position to ascertain as to what are the facts giving rise to the industrial dispute and what are the tenets or grounds on which the claim or the demand of the workman can be testified. Adjudication of any claim arises only when the parties raising the dispute put forward the statement of facts giving rise to such dispute and the

other party submits its reply admitting or denying those facts. Here in the present case no such pleadings or statement of facts and the reply of the Opp. Party have come before the Tribunal. Hence the question of adjudication of the dispute does not arise. When the parties are so negligent that they cannot put forward their statement of claim within three years of reference it is but to mention that they are misusing the judicial process.

4. Under these circumstances, this Tribunal is constrained to return the reference without any adjudication to the Government of India, Ministry of Labour for necessary action at their end.

Dictated & corrected by me.

J. SRIVASTHA, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2010

का.आ. 3090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में निर्युक्त नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 38/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/1/2007-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.38/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 22-11-2010.

[No. L-12012/1/2007-IR (B-II)]
RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 19th November, 2010

Present : A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 38/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Overseas Bank and their workman)

BETWEEN

Sri S, Immanuel

...1st Party/Petitioner

AND

The General Manager,
Indian Overseas Bank
Central Office, No, 962, Anna Salai
Chennai-600002

...2nd Party Respondent

APPEARANCE:

For the 1st Party/
Petitioner

M/s Balan Haridas,
R Kamatchi Sundaresan,
Advocates

For the 2nd Party/
Management

M/s N, G.R. Prasad,
V. Stalin, Advocates

AWARD

The Central Government, Ministry of Labour vide its order no. L-12012/1/2007-IR(B-II) dated 26-06-2007/17-07-2007 referred the following industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri S. Immanuel for reinstatement into service with attendant benefits and back wages against the management of Indian Overseas Bank is just and fair? If not, to what relief is the workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 38/2007. Pursuant to notice under RPAD, the parties appeared through their counsel and filed their claim and counter statement as the case may be.

3. The Claim Statement averments briefly read as follows :

The 1st party while was working as Cashier in Muthialpet Branch under Respondent Management at Chennai was suspended on 16-10-1998 and dismissed from service on 17-02-2000 because of his Trade Union Membership and Activism in Minority Trade Union. He was charge sheeted on 30-11-1998 under Para-17.5(d) and Para-17.5 (J) of 14-12-1966 Bipartite Settlement, which charges respectively are willful damage or attempt to cause damage to the property of the bank and customers, doing any act prejudicial to the interests of the bank or gross negligence involving or likely to involve bank in serious loss. Non-Banking Private Transactions were concocted into banking transactions by fabricating documents with their production only in photocopies to escape detection in the enquiry against protest of the Defence Assistant. It is against principles of natural justice. Charge is that the petitioner temporarily misappropriated money handed over by 7 customers for deposit and misled them by falsifying

their Pass Books and fabricating Counterfoil of the challan. No originals of the documents were produced by the 2nd Party in the enquiry nor any complaint of the customer in proof of the charges. His request to adjourn the enquiry on 21-05-1999 was turned down and the same was proceeded with without being treated as ex-parte. He not conversant with the English was denied the Tamil translations of the proceedings. Defence Assistant was disabled to effectively cross-examine MW1, sole Management witness with hearsay evidence. Complainant customers were not examined. The sole Management witness MW1 has not even investigated the case. Defence Witnesses were not allowed to be examined. Domestic enquiry is sham with a prejudice to victimize the petitioner. He was acquitted for the charges by the 3rd Metropolitan Magistrate Court, George Town. Thus the domestic enquiry is superseded. The punishment is to be rescinded. Bank suffered no loss. The enquiry is vitiated. The findings are perverse. Dismissal is in colourable exercise of power in unfair labour practice. Hence the petitioner is to be reinstated with all benefits

4. Counter Statement averments briefly read as follows:

The petitioner/cashier was issued a charge-sheet on 30-11-1998. Charges are that he had received Rs. 20,900 from M.A.G. Sheik Dawood on 06-10-1998 for remittance in his SB A/c No. 17595 but did not do so and misappropriated by retaining the credit challan signed by the Account Holder. He had initialed counterfoil and made false entry in the SB Pass Book of the customer. To avoid detection of fraud he remitted the amount into the account on 8-10-1998 using the retained credit challan. With this modus operandi he misappropriated Rs. 27,000 received from K.S.A. Majeetha Banu on 11-09-1998 and remitted only 22-09-1998. In respect of 5 other instances he misappropriated money similarly totaling to Rs. 1,54,600 except in the case of Thangaraj in which case he remitted the misappropriated sum of Rs. 11,100 through his friend. Disciplinary Authority himself conducted the enquiry in which the charges were found proved. Petitioner was dismissed on 7-02-2000. Appeal was dismissed on 24-12-2003. Charges are proved by documentary evidence. Petitioner was effectively represented by his Defence Representative. Enquiry was proper. Enquiry was fair and in accordance with the principles of natural justice. It is always not necessary to examine complainants. The fraud came to light on complaint of the customers. Investigation revealed alteration of dates of challan by petitioner. Charges were proved based on records maintained in the normal course of business of the bank through MW1. Petitioner's claim is that it is a private money lending. Bank has lost confidence in him. That the enquiry was sham and that petitioner was victimized for his membership in the Minority Union is baseless. Acquittal of the petitioner on 16-07-2004 in Criminal Case by 3rd Metropolitan Judicial

Magistrate, George Town, Chennai is only giving benefit of doubt. In departmental proceedings preponderance of probability is sufficient whereas in Criminal Proceedings beyond doubt proof is necessary. This Court is not bound by the outcome of the Criminal Court proceedings. Petitioner's claim is to be rejected.

5. Points for consideration are:

- (i) Whether the claim for reinstatement of petitioner into service is just and fair?
- (ii) To what relief the concerned workman is entitled to?

6. Evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W9 on the petitioner's side and the testimony of MW1 and Ex.M1 to Ex.M62 on the side of the Respondent.

Points (i) & (ii)

7. Heard both sides. Perused the records, documents and the written submissions of either side. The sum and substance of the arguments of the learned counsel for the petitioner are that there is no document to show that petitioner received cash from the customers M.A.G. Sheik Dawood and others nor proof for the entries as being made by him. These vital facts do not stand proved. When with the presence of several Cashiers and Teller Counters and they also may do the same things as occasions demand there is nothing to pinpoint the petitioner as the culprit. Complainants were not examined. The same is the case with co-employees for identifying the signature in the counterfoil and Bank Pass Book. Even the preliminary Enquiry Officer was not examined leaving no evidence to prove the charges. Serious charges of misappropriation should always be proved to the hilt as held by Supreme Court. The name of the petitioner does not find a place in any complaints. No statement of complainant has been taken. The enquiry proceeded with a prejudice against the petitioner. The material documents were not sent for forensic opinion. Nobody other than the account holder can give a complaint. This is a case of no evidence at all. Signatures in Counterfoils are not that of the petitioner. Pass Book entries have not been made by the petitioner. Petitioner had not received any amount. The case cannot be held proved even on preponderance of probability.

8. The learned counsel relied on the decision in UNION OF INDIA VS. GYAN CHAND CHATTAR (2010-1-SCC-L&S-129) wherein the Supreme Court held that "serious charge of misappropriation will have to be proved to the hilt. Therefore punishment of dismissal cannot be sustained in the eye of law".

9. In 2007-5-CTC-157 decision, Madras High Court held that "when direct evidence and circumstantial evidence lacks corroboration capital punishment of dismissal ought not to have been imposed".

10. In *V. PARAMESHWARAN VS. PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, CHENNAI AND ANOTHER* (2010-3-LLN-509) Madras High Court held that "when on the same set of facts the Criminal Court has already acquitted the petitioner in which case, the departmental proceedings which were initiated on its same set of facts are liable to be quashed. Accordingly, the order is quashed. The order of dismissal is set aside".

11. On behalf of the Respondent the learned counsel argued that from the material documents temporary misappropriation of money by petitioner has been proved as in the Investigation Report. The modus operandi of the petitioner in all the 7 misappropriations is one and the same. Computer generated statement of accounts is sufficient evidence for the misconduct acts of the petitioner. His signature has been identified by the Branch Manager. Petitioner has been the Cashier during the relevant period. A defence of the petitioner that the transactions comprise only private borrowings cannot hold good. The fact that petitioner remitted some of the deposits in the wake of complaints further goes to show that he alone is the fraudster. In personal borrowings there is no need for issuance of counterfoil with initials of the petitioner and seal of the bank. Customers giving version in support to save the employment of the petitioner could never be taken heed of. What is material in a case like this is the material document and not the witnesses. For proved misappropriation of money even if temporary dismissal is not to be interfered with.

12. In *STATE BANK OF INDIA AND ANOTHER Vs. BELA VAGCHI AND OTHERS* (2005-4-L&N-1) the Apex Court held that "in a charge of serious nature plea that Account Holder had withdrawn his grievance and there was no loss of money to the bank is sans substance".

13. Again in *STATE BANK OF INDIA AND OTHERS VS. S.N. GOEL* (2008-III-LLJ-567) the Apex Court held that "any misappropriation, even temporary, of the funds of the Bank or its customers/borrowers constitutes a serious misconduct, inviting severe punishment".

14. In *STATE BANK OF INDIA VS. TARUN KUMAR BHARATI AND OTHERS* (2000-2-ILJ-1373) the Apex Court held "a customer of the bank need not be involved in a domestic enquiry conducted; as such a course would not be conducive to proper bank-customer relationship and therefore would not be in the interest of the bank".

15. Here is the case of a Petitioner/Cashier who after having received money from customers for deposit into their respective SB Accounts together with signed challans after having issued signed counterfoils as well as after making entries in their Pass Book for the deposit of the money retained the money with himself and thus committed

temporary misappropriation. In the case of 7 customers he did the offending acts. On complaints from the customers not naming against the petitioner the fraud was detected and in the investigation the petitioner was found to be the culprit against whom disciplinary action was taken. In the enquiry held the misconducts have been proved more on documentary evidence than on oral evidence, of course with some evidence of MW1 the Branch Manager to link the documentary evidence to the facts to find out and thus pinpoint the person as to who is the culprit. Accordingly, the petitioner has been proved to be the fraudster. The examination of the complainants in the facts of the case is not material to prove the misconduct when the documents and the computer generated statements themselves cogently point towards the petitioner as the delinquent. This is a case where the petitioner participated in the enquiry with the assistance of a Defence Assistant who has been present on all the dates of the enquiry. There is nothing to hold that the enquiry has not gone through well or that the finding is perverse or illegal. This cannot be found to be a case of no evidence, say legal evidence in as much as the documents linked through MW1 Branch Manager conclusively lead to the conclusion that the petitioner is guilty. A Branch Manager under whom the petitioner works cannot be thought as being a person not familiar with the handwriting and signature of petitioner. The Branch Manager is competent to prove those facts. There is no requirement of the material papers being sent to the forensic science laboratory for any opinion, which is only opinion evidence and which does not stand escalated to the "sole clinching evidence". Apart from that there is also some implied admission from the petitioner indicating that he has had private borrowings and those borrowings were being concocted to fabricate a false case against him. This case of the petitioner is bound to be untrue. In that case there is no need of any signed challan being handed over by the customer/complainants before the Cashier with whom the moneys are entrusted. The acquittal of the petitioner in Criminal Court is of no substance in as much as there proof beyond doubt is needed whereas in this case proof by the degree of preponderance of probability is enough to enter a finding of guilty. Here there is evidence with the quality of degree of more than preponderance of probability. There is no substance for the argument that there is no evidence, say legal evidence to warrant finding of guilty because what is required is any material which is logically probative to a prudent mind by which it may be led to the conclusion logically driven to be arrived at. In other words, there is no question of evidence being insufficient for a finding as to guilty. The only question is whether there is some evidence, say legal evidence under which a reasonable man may conclude that the petitioner is guilty in the absence of anything to show that he has not acted without any interestedness or bias. Therefore, the finding is also legal and justified.

16. The last question is whether the punishment is legal and justified. As held by the Supreme Court in a case of misappropriation for awarding the capital punishment of dismissal the misconduct should stand proved to the hilt. This is not the case where misconduct could not be found proved to the hilt on the evidence adduced. Therefore, according to me the punishment also does not call for interference. It is ordered accordingly. The petitioner is not entitled to any relief.

17. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th November, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner : WW1, Sri S. Immanuel
For the 2nd Party/Management : MW1, Sri K. Deivasigamani

Documents marked

On the side of the Petitioner

Ex.No	Date	Description
Ex.W1	16-10-1998	Suspension Order VIG : 1600
Ex.W2	30-11-1998	Charge Sheet
Ex.W3	05-05-1999	Enquiry Proceedings on Charge Sheet dated 30-11-1998
Ex.W4	21-07-1999	Enquiry Proceedings of enquiry held on 21-07-1999
Ex.W5	22-07-1999	Enquiry Proceedings of enquiry held on 22-09-1999
Ex.W6	07-02-1999	Order passed in respect of suspension order dated 16-10-1998 and chargesheet dated 30-11-1998
Ex.W7	12-03-1999	Letter from the 2nd Party to 1st Party
Ex.W8	24-12-2003	Appellate Order passed in respect of Charge Sheet dated 30-11-1998
Ex.W9	16-07-2004	Order passed in ID No. 1215 of 2001
Ex.W10	-	Copy of the judgement in CC 1215/ 2001 of 3rd Metropolitan Magistrate, Georgetown, Chennai-1

On the Management's side

Ex.No	Date	Description
Ex.M1	24-03-1999	Petitioner's reply to the Charge Sheet

Ex.M2	17-04-1999	Enquiry Officer advising the petitioner to attend the enquiry on 05-05-1999
Ex.M3	01-07-1999	Enquiry Officer advising the petitioner to attend the enquiry on 21-07-1999
Ex.M4	21-08-1999	Enquiry Officer posting the enquiry on 22-09-1999
Ex.M5	22-09-1999	Letter of the petitioner
Ex.M6	30-09-1999	Disciplinary Authority's letter to the petitioner's representation dated 22-09-1999
Ex.M7	07-10-1999	Letter of the petitioner
Ex.M8	29-10-1999	Representation of the petitioner
Ex.M9	19-11-1999	Appellate Authority's letter to the petitioner
Ex.M10	04-12-1999	Letter of the petitioner
Ex.M11	12-01-2000	Letter with findings of the Enquiry Officer forwarded to the petitioner
Ex.M12	28-01-2000	Letter of the petitioner
Ex.M13	15-03-2000	Appeal of the petitioner
Ex.M14	22-03-2005	Order of the High Court of Madras in WP No. 9599 of 2005
Ex.M15	05-04-2005	Petitioner's representation
Ex.M16	26-04-2005	Reply of the Appellate Authority
Ex.M17	06-03-1999	Disciplinary Authority ordering enquiry
Ex.M18	12-03-1999	Disciplinary Authority again forwarding the charge sheet to the petitioner as requested by the petitioner
Ex.M19	05-05-1999	Enquiry adjournment since the petitioner has not attended and the proceedings
Ex.M20	19-05-1999	Petitioner attending the enquiry and the proceedings
Ex.M21	21-05-1999	Enquiry Proceedings attended by the representative of the petitioner
Ex.M22	21-07-1999	Enquiry Proceedings attended by the representative of the petitioner
Ex.M23	21-07-1999	copy of the enquiry proceedings forwarded to the Petitioner
Ex.M24	22-09-1999	Petitioner and his representative attended the enquiry and the proceedings

Ex.M25	24-07-1999	Presenting Officer submitting his written brief.	Ex.M49	16-10-1998	Complaint in respect of account of Hameetha Banu.
Ex.M26	22-09-1999	Presenting Officer submitted his supplementary brief.	Ex.M50	-	Copy of Pass Book SB A/c No. 18527 of A. Elumalai.
Ex.M27	2-11-1999	Petitioner submitted the written brief.	Ex.M51	8-10-1998	Counterfoil for SB A/c No. 18527 of A. Elumalai for Rs. 25,000.
Ex.M28	3-01-2000	Enquiry Officer's findings.	Ex.M52	17-11-1998	Copy of complaint of A. Elumalai.
Ex.M29	7-02-2000	Original order of dismissal issued to the petitioner.	Ex.M53	6-10-1998	Counterfoil for Rs. 20,900 for SB A/c No. 17595 in the name of MAG Sheik Dawood.
Ex.M30	24-12-2003	Order passed by the Appellate Authority.	Ex.M54	8-10-1998	Credit challan for SB A/c No. 17595 standing in the name of MAG Shaik Dawood for Rs. 20,900.
Ex.M31	9-10-1998	Investigation Report with enclosures.	Ex.M55	-	SB Pass Book for A/c No. 17595 standing in the name of MAG Shaik Dawood.
Ex.M32	23-10-1998	Investigation Report with enclosures.	Ex.M56	28-02-1994	Earlier Charge Sheet issued to Sri Immanuel.
Ex.M33	-	Pass Book of M/s. KSA Majeetha Banu SB A/c No. 13377.	Ex.M57	27-06-1994	Punishment Order issued to Sri Immanuel.
Ex.M34	11-09-1998	Counterfoil for SB A/c No. 13377 of KSA Majeetha Banu for Rs. 27,000.	Ex.M58	14-11-1994	Charge Sheet issued to Sri Immanuel.
Ex.M35	22-09-1998	Credit challan for Rs. 27,000 for SB A/c No. 13377.	Ex.M59	20-12-1994	Punishment Order issued to Sri Immanuel..
Ex.M36	22-09-1998	Counterfoil for Rs. 57,000 for SB A/c No. 13377.	नई दिल्ली, 24 नवम्बर, 2010		
Ex.M37	29-10-1998	Complaint in respect of account of KSA Majeetha Banu.	का.आ. 3091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 76/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।		
Ex.M38	6-11-1998	Counterfoil and credit challan for			
Ex.M39		SB A/c No. 12373 standing in the name of V. M. Jummakhan.	[सं. एल-12012/29/2009-आई आर(बी-II)]		
Ex.M40	-	Pass Book copy of V. M. Jummakhan.	रमेश सिंह, डेस्क अधिकारी		
Ex.M41	-	Complaint by agent of Sri V. M. Jummakhan.	New Delhi, the 24th November, 2010		
Ex.M42	6-11-1998	Withdrawal of the complaint by the agent of Sri V. M. Jummakhan.	S.O. 3091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.76/2009) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial dispute between the employees in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 22-11-2010.		
Ex.M43	22-09-1998	Counterfoil for Rs. 11,100 for SB A/c No. 16596 standing in the name of Sri D. Thangaraj.			
Ex.M44	-	SB Pass Book for A/c No. 16596 standing in the name of Sri D. Thangaraj.	[No. L-12012/29/2009-IR (B-II)]		
Ex.M45	6-11-1998	Credit challan for Rs. 11,100 for SB A/c No. 16596.	RAMESH SINGH, Desk Officer		
Ex.M46	23-10-1998	Complaint of Sri D. Thangaraj.			
Ex.M47	8-10-1998	Counterfoil for Rs. 21,000 for SB A/c No. 19495 standing in the name of Hameetha Banu.			
Ex.M48	-	Pass Book for SB A/c No. 19495 standing in the name of Hameetha Banu.			

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 19th November, 2010

Present : A.N. Janardanan, Presiding Officer**Industrial Dispute No. 76/2009**

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workman)

BETWEEN**Sri N. Govindarajan**... 1st Party/
Petitioner**AND**

**The Dy. General Manager,
Indian Bank
Circle Office, 5E/F, Jenny Plaza,
3rd Floor, Bharathiar Salai
Trichy-620001**

... 2nd Party/Respondent

APPEARANCE:

For the 1st Party/ : Sri R. Someswaran,
Petitioner Authorized Representative

For the 2nd Party/ : Sri S. Dhakshinamurthy,
Management Authorized Representative.

AWARD

The Central Government, Ministry of Labour vide its Order no. L-12012/29/2009-IR(B-II) dated 18-08-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Indian Bank, Trichy in imposing the punishment of compulsory retirement to Sri N. Govindarajan, Cashier at Manamalkudi Branch w.e.f. 4-11-2006 is justified or not? What relief, the workman is entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 76/2009. Pursuant to notice under RPAD both sides appeared through their Authorized Representatives and filed their claim, counter and rejoinder statement as the case may be.

3. The Claim Statement averments briefly read as follows:

The First Party who joined Indian Bank service as Clerk in 1985 while working at Manamalkudi Branch in Tanjore District with a last drawn monthly salary of

Rs. 15,000 and odd was charged by Show Cause Notice dated 6-10-2004 alleging wrong credit being made as Rs. 938 instead of Rs. 9,381 remitted by Govt. Higher Secondary School towards LIC collection amount, which he failed to report as excess cash and retained it. On 1-12-2004 he denied the charge in his explanation. On 5-08-2004 there was heavy rush involving 59 payments and 86 receipts with a total cash transaction of Rs. 19.65 lakhs, apart from undertaking customer's request for exchange of currency. The wrong posting is not intentional but was due to bad figure and unclear writing by the party. An Officer and the Ledger Clerk also had did the same mistake in the transactions in sequence. Only with Show Cause Notice he realized the mistake. To his memory there was a shortage of Rs. 57. At the fag end of the day he remitted that amount from his pocket and got the daily account tallied. Two shortages put together the total shortage worked out to Rs. 8,500. He had enquired with the various customers for discrepancy on 5-08-2004. He recollected exchange of Rs. 8,500 on the day tendering Rs. 100 denomination notes for Rs. 8,500 taking Rs. 500 notes. It was from one Murugan who accepted the transaction and admitted that instead of 17 pieces of Rs. 500 Murugan had received 34 pieces which according to him he noticed the next day only at Coimbatore. While so, due to his Father seriously falling ill had to be taken for treatment and Father expired after 10 days. Murugan was constrained to spend that money. Hence he did not disclose the fact to the Bank. He thought that after arranging the money he could return it. He agreed to remit the money shortly. Enquiry was held following charge-sheet dated 10-01-2006 alleging misappropriation of Rs. 8,443. MW1, MW2 and MW3 were examined and MEX1 to MEX4 were marked on the Management's side. DW1 to DW3 were examined in defence. To the enquiry report dated 6-08-2006 he submitted comments. On 25-10-2006, Compulsory Retirement with superannuation benefits was proposed as per Clause-6(C). There was personal hearing on 2-11-2006. Punishment was imposed on 4-11-2006. Appeal dated 24-11-2006 was dismissed on 22-07-2008. Punishment is illegal, unjustified in victimization under unfair labour practice. A dispassionate analysis of the sequence of events will make it clear that the case of the petitioner is consistent. A second investigation to find out whether petitioner was in possession of enough notes of Rs. 500 denomination shows petitioner's case as true. That the customer was being fixed as a scapegoat by the petitioner is ill-founded. Though petitioner ascertained from the customer the excess by the end of September, 2004 he waited for him to remit the amount causing the delay to report to the Administration and reply to his Show Cause Notice. Only huge shortages are reported to the Administration as has been deposed by the Branch Manager. Hence the claim.

4. Counter Statement contentions necessary for the decision are as follows:

Shortage of moneys will have to be reported. Excess cash is to be brought to the notice and kept in Sundry Deposit. Petitioner had in writing admitted receipt of cash of Rs. 9,381 but was maintaining that he had no excess cash. On 02-12-2004 Bank refused to receive remittance of Rs. 8,500 allegedly as excess received from Petitioner/Cashier offered by 2 persons. Thereupon, the same was remitted to the SB Account of Murugan. Only after Show Cause Notice dated 06-10-2004 petitioner came out with the story on 01-12-2004. The charges were held proved. Petitioner gave comments on the enquiry report. Show Cause Notice proposing punishment of Compulsory Retirement was issued to which petitioner gave a representation. On 04-11-2006 Compulsory Retirement order was passed. The same is only justified and legal and does not call for interference. He has commenced to receive his retiral benefits. It is only to be inferred that petitioner misappropriated excess cash. Petitioner's story of excess payment to Murugan lacks credibility. He was proceeded against for failure to render account for the excess. Murugan had also withdrawn on 24-12-2004 the remitted sum of Rs. 8,500. Petitioner does not mention the date he approached Murugan after suspension. A dispassionate assessment of the events would go to show that when there was excess payment on 05-08-2004 petitioner had pocketed the amount and when questioned only he agreed to make good. Petitioner could have informed the Bank about excess payment without waiting till 01-12-2004. The shortfall, if any, also should have been reported. Bank lost confidence in the petitioner to retain him in service. The claim is to be rejected.

5. The Rejoinder Statement contentions in a nut shell are as follows:

In the confused and shocked state of mind the failure of the employee to precisely gauge how he handled the things could not be taken against him. The Management conclusion is one-sided, biased and prejudiced. There is no basis for loss of confidence on petitioner taking into account his long unblemished career.

6. The evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W21 on the side of the petitioner and Ex.M1 to Ex.M6, with no oral evidence on the Respondent's side.

Points (i) and (ii)

7. Heard both sides. Perused the documents, records and written submissions produced on behalf of the petitioner. The arguments on behalf of the petitioner advanced by his learned counsel are that (i) the wrong posting of Rs. 938 for Rs. 9,381 is not intentional. The discrepancies such as not informing the shortage of Rs. 57 to the Branch Manager on 05-08-2004 itself is due to the fact that the day viz. 05-08-2004 was with a hectic schedule involving 145 transactions to the tune of

Rs. 19.65 lakhs. At the fag end petitioner could not locate the amount, he being tired. Being a meagre amount he made good it from his pocket. Otherwise if he had reported the shortage he would have been instructed to thoroughly check again, which would be to his dismay and worry.

(ii) recollecting the names of customers who had transacted with the branch on 05-08-2004 and the customers who exchanged notes from him after a gap of nearly two months has been explained by him in the enquiry. (iii) not informing the Management of the excess given to Murugan immediately after meeting him by end of September as against what is stated in Murugan's letter to the bank dated 02-12-2004 that they met two days before 02-12-2004 is for the fact that when Murugan came forward and admitted receipt of excess cash on 05-08-2004 Administration was not accepting it. It was discredited as a whole. So much so if the petitioner had informed immediately also the Administration would have adopted the same stand. Petitioner's drift was like that. The petitioner was under suspension also. Hence petitioner thought of informing the bank when Murugan comes to remit the amount. They had met twice. First by end of September and other by December. This mistake is one committed unwittingly and unintentionally in the course of discharging of work. He has had put in 20 years of unblemished service. He may be reinstated.

8. On behalf of the Respondent the learned counsel argued that the case of the petitioner is bound to be untrue. His purported case of payment of excess cash of Rs. 8,500 does not tally with the alleged shortage of Rs. 57. Petitioner has two versions in his explanation to the Show Cause Notice. There is intentional committed by the petitioner. As against a sum of Rs. 9,381 actually received only Rs. 938 has been accounted. In Ex.M2 (series) the denomination shown is 100 x 94 pieces. It is strange to note that petitioner has been able to recollect regarding the various customers and persons who effected exchange of notes at his counter including Murugan who exchanging 100 Rupee notes allegedly received Rs. 8,500 in Rs. 500 denomination. Murugan could be found to have forged the signature in Ex.W6 which differs strikingly from his signatures as found at Pages 44—55 of Ex.M2 (series)—Enquiry Proceedings. It shows that Murugan is bent on supporting petitioner. In fact petitioner instigated Murugan to support him. It is not known how Murugan could be aware of minute details as to bank transactions and dealings, regarding Sundry Accounts, etc. If at all there was excess or shortage both facts have to be reported to the Bank. There is no contingency under which an employee may dilute the practice and procedures. Even if the entry of Rs. 938 instead of Rs. 9,381 supervened due to bad figuring or unclear writing there is no reason why the excess of cash thereby occurred was not reported to the higher-up and kept under the Sundry Account.

9. That as on 05-08-2004 there was wrong credit of Rs. 938 as against Rs. 9,381 received at the Counter manned by the petitioner deposited by a School towards the LIC Subscription Collections. The denomination of the cash shows that Rs. 9,400 have been received. Still there can be unintentional credit of wrong entry of Rs. 938. In that case there is bound to be a balance amount with the petitioner amounting to Rs. 8,443. Petitioner's case that on that date he happened to make an excess cash payment of Rs. 8,500 to one customer, Murugan by handing over 34 currency notes of denomination of Rs. 500 instead of 17 in exchange of the same amount in 100 Rupee denomination tendered by Murugan, the customer. It is on complaint of the wrong credit falling short of the actual amount sought to be deposited by the School authorities that the mistake came to light. Thereupon enquiry started and the petitioner was issued with a Show Cause Notice.

10. Our present question is as against the two versions regarding the same occurrence which is reasonably probable. In other words whether the case of the petitioner is more probable or is the case of the Respondent Management which is more probable or whether both versions are equally probable in which case an order is to be passed in favour of the petitioner/workman.

11. Evidently, consequent to the wrong entry of Rs. 938 at against Rs. 9,381 at some successive stages also the same mistake has crept in at the hands of another Clerk and official which are not intentional at all. In a wrong credit of Rs. 938 as against Rs. 9,381 it could only be a probable mistake even at the hands of the petitioner But what petitioner is being arraigned is why he did not report excess cash with him and retained it and misappropriated it himself. The defence taken by the petitioner with a story of having made excess cash to one Murugan who exchanged Rs. 8,500 tendering the amount in 100 Rupee denominations but paying him in exchange with 500 Rupee denominations in 34 pieces instead of 17 by mistake. The petitioner's case is that he happened to issue 34 pieces instead of 17 which customer Murugan is shown to approve and accept and has offered himself to credit back the excess received. But he was determined to defer remittance to some later point of time since he had spent out the amount in connection with his father's illness who eventually succumbed to it. When one receives a bundle of currency notes it is quite strange to believe that he left the counter without actually being, at least prima facie satisfied as to the correctness of the amount paid and received. Though it is not a totally improbable human conduct, the facts and circumstances under which and the manner in which they are sought to be explained away are seldom apt to repose confidence upon the versions. Petitioner's explanation for the mistake is not at all convincing or reliable. There cannot be read any substance in his claim that due to confusion and shock he failed to precisely gauge how he handled the things before the

Management and that such failure shall not be reckoned against him. Petitioner has had sufficient time to get relieved of the panic of the mistake by the time he has had to explain for the wrong. For the various indifferent conducts and acts of the petitioner his explanations given are not at all plausible. The Management has been right in discrediting his versions in the explanation. It renders the story of excess payment to Murugan totally un-credible. Petitioner failed to render account of the excess. If his plea were genuine he could have done everything in the straightjacket manner without resorting to procedures and practices out of the way. He does not mention the date when he approached Murugan. This is not at all a believable version. It is against the normal course of natural events. Again it is against the normal course of human conduct. In these circumstances it is only lawful for the Management to have presumed that petitioner appropriated to himself the excess cash and when he was questioned by the bank only he was ready to make good the shortage. Petitioner could have informed the Bank about excess payment without having had to wait till 01-12-2004. The shortfall, if any also could have been reported to the Bank. It has been held by the High Court of Madras in *MANAGEMENT OF CATHOLIC SYRIAN BANK LTD. VS. INDUSTRIAL TRIBUNAL, MADRAS-104 AND ANOTHER* (1999-2-LLJ-194) that "award of reinstatement and back wages to workman who did not maintain minimum standard of integrity would amount to rewarding fraudulent and dishonest conduct and would be mocking at the integrity and honesty of majority of workmen".

12. As against the two broad probabilities, the probability of the case of the Management being true, which is in the higher degree than that of the petitioner is on the upper side. This is not a case in which both versions are with equal probabilities in which case a decision may tilt in favour of the petitioner in view of the fact that the statute is to be read as a benevolent legislation in favour of the petitioner. Therefore, it is only to be held that the petitioner is guilty of the charges and the finding rendered against him does not suffer from any flaw, illegality, perversity or impropriety. The same is upheld. The punishment also does not call for any interference. The petitioner is therefore not entitled to any relief.

14. In the result the petitioner is not entitled to any relief. Thus the reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th November, 2010)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner	WW1, Sri N. Govindarajan
For the 2nd Party/ Management	None

Documents marked**On the side of the Petitioner**

Ex.No	Date	Description
Ex.W1	23-09-2004	Letter from N. Govindarajan to the Circle Head, Thanjavur
Ex.W2	06-10-2004	Show Cause Notice from Circle Office, Thanjavur addressed to Sri N. Govindarajan
Ex.W3	01-12-2004	Reply given by N. Govindarajan to the Circle Head & Disciplinary Authority, Thanjavur
Ex.W4	10-01-2006	Circle Office, Thanjavur letter drawing the charges and appointing the Enquiry Officer
Ex.W5	06-12-2004	Manamalkudi Branch letter addressed to Circle Office, Thanjavur
Ex.W6	02-12-2004	Letter from Murugan, a customer of the branch addressed to the Manager, Manamalkudi Branch
Ex.W7	02-12-2004	Bank Challan for having remitted the amount into his SB Account by Murugan
Ex.W8	25-11-2005	letter from K.M. Muthusamy, Manager, Pattukottai addressed to the Deputy General Manager, Circle Head, Thanjavur
Ex.W9	25-11-2005	Letter from Murugan
Ex.W10	03-08-2004	Cash Balance Closing
Ex.W11	17-07-2006	Written brief of the Presenting Officer
Ex.W12	03-08-2006	Defence Summing up by the Defence Representative
Ex.W13	30-08-2006	Findings of the Enquiry Officer
Ex.W14	16-09-2006	Comments upon the Enquiry Officer's findings by N. Govindarajan
Ex.W15	25-10-2006	Letter from the Asstt. General Manager/Disciplinary Authority proposing the punishment
Ex.W16	02-11-2006	Reply given by N. Govindarajan against the proposed punishment
Ex.W17	04-11-2006	Letter from the Asstt. General Manager/Disciplinary Authority confirming the punishment
Ex.W18	24.11-2006	Appeal preferred by N. Govindarajan against the punishment

Ex.W19 22-07-2008 Orders of the Appellate Authority in the appeal preferred by N. Govindarajan confirming the punishment.

Ex.W20 19-08-2008 Appeal under Section-2(A) to the Asstt. Labour Commissioner by Sri N. Govindarajan

Ex.W21 09-01-2009 Rejoinder to the reply given by the Indian Bank Management by Sri N. Govindarajan

On the side of the Management

Ex.No.	Date	Description
Ex.M1	10-01-2006	Charge Sheet issued to Sri N. Govindarajan
Ex.M2 (Series)	30-01-2006 22-05-2006 19-06-2006 20-06-2006	Departmental Enquiry Proceedings conducted against Sri N. Govindarajan and documents marked therein
	18-09-2004	MEX-1—a letter by Branch Manager, Manamalkudi Branch to Circle Head, CO:Thanjavur
	01-10-2004	Investigation Report of N. Vaitheeswaran, Manager, Thanjavur Junction Branch and annexures therein
	06-12-2004	MEX 3—letter by Branch Manager, Manamalkudi Branch to Circle Head, Circle Officer, Thanjavur and annexures therein
	23-09-2004	Letter given by Sri N. Govindarajan to Circle Head, Circle Officer, Thanjavur.
Ex.M3	25-11-2005	DEX-4 — Sri Muthusamy's report alongwith annexures
Ex.M4	08-09-2008	Reply given to Assistant Commissioner of Labour(Central), Madurai.
Ex.M5	12-03-2009	Additional reply given to Assistant Commissioner of Labour(Central), Madurai.
Ex.M6	04-08-2005 To 12-10-2007	Statement of Account of N. Govindarajan.

नई दिल्ली, 24 नवम्बर, 2010

का.आ. 3092.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी बैंक ऑफ राजस्थान लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण, अजमेर के पंचाट (संदर्भ संख्या 01/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12011/33/2008-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3092.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 01/10) of the Industrial Tribunal-cum-Labour Court, Ajmer now as shown in the Annexure, in the Industrial dispute between the management of the Bank of Rajasthan Ltd. their workman, received by the Central Government on 18-11-2010.

[No. L-12011/33/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबन्ध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर

पीठासीन अधिकारी : पवन एन. चन्द्र, आर.एच.जे.एस.

प्रकरण संख्या-सी.आई.टी.आर-01/2010

केंद्र सरकार का रेफरेंस नं. एल-12011/33/2008-आईआर(बी-1)

दिनांक 18-11-08

दी जनरल सैक्रेट्री बैंक ऑफ राजस्थान

एम्प्लॉईज यूनियन (राजस्थान),

प्रोविजनल ऑफिस-सब्जी भंडी,

कोट (राज.)

—प्रार्थी/यूनियन

बनाम

दी डिप्टी जनरल मैनेजर,

दी बैंक ऑफ राजस्थान लिमिटेड,

3/ए, चौपासनी रोड, बांबे मोटर्स के सामने,

जोधपुर-342003

—अप्रार्थी

उपस्थिति

प्रार्थी की ओर से : श्री किशनलाल प्रार्थी स्वयं तथा
श्री गोपाल नोगिया अधिवक्ता-
प्रतिनिधि

अप्रार्थी की ओर से : श्री ओमसिंह प्रबंधक अप्रार्थी बैंक
एवं श्री अखिलेश कुमार गर्ग,
अधिवक्ता-प्रतिनिधि

अवार्ड

दिनांक 28-10-2010

1. केंद्र सरकार की ओर से इस न्यायालय के अधिनिर्णयार्थ निम्न रेफरेंस प्रेषित किया गया है :—

“Whether the workman Shri Kishanlal worked 656 hours beyond his normal working hour's w.e.f. 4-10-04 to 20-2-06 and entitle to receive the overtime payment from the management of the Bank of Rajasthan Ltd. as per the bi-partite settlement between the Indian Bank Association and the workman unions in Bank's industry?”

2. उक्त रेफरेंस इस न्यायालय को प्राप्त होने पर इसे दर्ज किया गया एवं व्यथित पक्ष को नोटिस जारी किया गया। नोटिस तामील हो जाने के बाद प्रार्थी किशनलाल ने आज इस आशय का प्रार्थनापत्र पेश किया है कि वह इस प्रकरण को बिना किसी शर्त के विद्वा करना चाहता है। अप्रार्थी पक्ष की ओर से आज श्री ओमसिंह पुत्र श्री राजाराम, प्रबंधक बैंक ऑफ राजस्थान लिमिटेड, जोधपुर ने प्रार्थी के उक्त प्रार्थनापत्र पर किसी प्रकार की आपत्ति नहीं होना जाहिर किया। आज अप्रार्थी पक्ष की ओर से श्री अखिलेश कुमार गर्ग अधिवक्ता ने भी अपना वकालतनामा प्रस्तुत किया और श्री ओमसिंह प्रबंधक अप्रार्थी बैंक को शिनाख्त किया।

3. मैंने प्रार्थनापत्र पर उभय पक्ष को सुना और पत्रावली का ध्यानपूर्वक मनन किया। प्रार्थी के उक्त प्रार्थनापत्र एवं अप्रार्थी की अनापत्ति को देखते हुए मेरे मत में इस प्रकरण को आगे जारी रखने का औचित्य प्रतीत नहीं होता है बल्कि प्रार्थी की प्रार्थना को स्वीकार कर नो-डिस्प्यूट अवार्ड पारित किया जाना उचित प्रतीत होता है। अतः निम्न अवार्ड पारित किया जाता है।

—: आदेश-अवार्ड :—

फलतः केंद्र सरकार श्रम मंत्रालय की ओर से प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रार्थी किशनलाल द्वारा स्वयं ने न्यायालय में उपस्थित होकर इस प्रकरण को विद्वा करने की प्रार्थना की है जिस पर अप्रार्थी पक्ष के प्रतिनिधि को भी एतराज नहीं है। अतः प्रकरण में “कोई विवाद नहीं” अवार्ड पारित किया जाता है।

पवन एन चन्द्र, न्यायाधीश

नई दिल्ली, 24 नवम्बर, 2010

का.आ. 3093.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी न्यू इंडिया इन्शोरेन्स कम्पनी लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 122/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-17012/8/2005-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.122/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the management of The New India Assurance Company Ltd. and their workman, received by the Central Government on 18-11-2010.

[No. L-17012/8/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/122/2005

Presiding Officer : Shri Mohd. Shakir Hasan

The General Secretary,
SC/ST/OBC Karmchhari Kalyan Parishad,
9, Sanwer Road, Ujjain

...Workman/Union

Versus

The Divisional Manager,
The New India Assurance Company Ltd.,
Divisional Office, Freeganj, Ujjain.

...Management

AWARD

Passed on this 8th day of November, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-17012/8/2005-IR(B-I) dated 24-10-2005 has referred the following dispute for adjudication by this tribunal :-

“Whether the action of the management of Divisional Manager, the New India Assurance Co. Ltd. in terminating the services of Shri Man Singh Mimrot w.e.f. 13-1-04 is justified ? If not, to what relief the workman is entitled for ?”

2. The case of the Union/workman in short is that the workman was engaged on casual basis @ Rs. 30 against permanent work of a peon by the Divisional Manager Shri G.C.S. Bajaj in Sept., 2000. The wages subsequently enhanced time to time and lastly he was on the wages of Rs. 50 per day. He was transferred from Divisional Office to Branch Office Freeganj, Ujjain in October, 2001. It is stated that he was regular except week and bank holidays. He had worked more than 240 days every year since Sept., 2000 but he was terminated on 13-1-2004 without any notice or without payment of

compensation as he has been provided under Section 25F of the Industrial Disputes Act, 1947 (in short I.D. Act, 1947). He had worked more than 240 days in a year as provided under Section 25 (B) of the I.D. Act, 1947. It is alleged that the management has engaged other daily wages worker and the workman became unemployed. It is submitted that the workman be reinstated with back wages and cost of the proceeding.

3. The management appeared in the reference on 20-7-2006 by filing vakalatnama through lawyer. Thereafter the management did not file any Written Statement inspite of sufficient time granted to him. Though subsequent notice was also sent through registered post. The management became continuously absent. Lastly the reference is proceeded ex parte against the management on 21-12-2009.

4. The point for issues are as follows :-

I. Whether the action of the management in terminating the services of Shri Man Singh Mimrot w.e.f. 13-1-2004 is justified ?

II. To what relief, the workman is entitled ?

5. Issue No. I

To prove the case, the workman has adduced oral and documentary evidence. The workman Shri Man Singh Mimrot is examined in the case. He has supported his case. He has stated that he was engaged as daily wages worker on 10-9-2000 at Divisional Office, Bratpuri Ujjain. Thereafter he worked at Branch Office, Freeganj, Ujjain from October, 2001 to 13-1-2004 on account of creating vacancy on the death of one Ram Babu, Peon. The workman has filed few payment receipts which are paper Nos. P-1 to P-47. These are filed to show that he was engaged by the management. His evidence is un rebutted. There is no reason to disbelieve the evidence of the workman. Admittedly there is no evidence on record that before disengagement any notice or compensation was paid. This clearly shows that the action of the management was not justified. Accordingly this issue is decided.

6. Issue No. II

On the basis of discussion made above, it is clear that his termination was not justified. The management is directed to reinstate the workman with full back wages from the date of termination. The reference is thus answered.

7. In the result, the award is passed without any order to costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 24 नवम्बर, 2010

का.आ. 3094.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 67/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/240/1996-आईआर(बी-II) पार्ट]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 24th November, 2010

S.O. 3094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2003) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Dena Bank and their workmen, which was received by the Central Government on 15-11-2010.

[No. L-12012/240/1996-IR (B-II) Pt.]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

PRESENT: Shri VED PRAKASH GAUR, Presiding
Officer

Dated the 1st day of October, 2010

Industrial Dispute No. 67/2003

BETWEEN

The General Secretary,
Dena Bank Employees' Union,
C/o Dena Bank, Bank Street,
Hyderabad - 500 001

.... Petitioner

AND

The General Manager (Personnel),
Dena Bank,
Head Office, Maker 'Tower 'E',
Cuffe Parade, Coloba,
Mumbai - 400 005

....Respondent

APPEARANCES :

For the Petitioner : Authorised representative.

For the Respondent : Authorised representative.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/240/96-IR (B-II) dated 9-6-2003 referred the following dispute under section 10 (1) (d) of the I.D. Act, 1947 to this Tribunal for adjudication of the dispute between the management of Dena Bank and their workman. The term of reference is as under:

SCHEDULE

"Whether the demand of the Dena Bank Employees' Union, Hyderabad for empanelment for absorption in future vacancies in respect of Sh. Shiva Kumar, Casual Peon of Dena Bank, Shamshabad Branch is justified? If not, what relief the affected workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 67/2003 and notices were issued to the parties.

2. The Petitioner union has filed claim statement stating therein that the employee was working in the Bank from 1988 as budlee on consolidated wage and on temporary basis from 1990 continuously. Union has regularly taking up the matter of regularization of Sri K. Shiva Kumar in view of his long service in the structural meeting of the bank. The workman demanded enhanced wages and Regional Manager instructed for payment of the wages from 1990 to 1999 which has not been paid as yet. The workman's name was listed in the settlement dated 25-9-1992 which was entered into between the union and the bank management. Several juniors to the Petitioner workman are working in the bank, he was terminated from the bank illegally and unjustifiably, as such, he be ordered to be absorbed in future vacancy.

3. Management has filed counter statement stating that Sri K. Shiva Kumar has no locus standi, he is not a member of Dena Bank Employees Union which is being corroborated by the order dated 30-4-2003 of the Hon'ble High Court of A.P., passed in WP No. 532/1999. It is alleged that Sri K. Shiva Kumar has been working in the bank from 1988 onwards as budlee. Sri K. Shiva Kumar was engaged at the Shamshabad branch only intermittently for few days during the year 1990. This fact was admitted by him. A copy of which is being annexed as A3. He filed a writ petition No. 24051/2001 and W. P. No. 30392/2001 in which Hon'ble High Court of A.P. passed order dated 22-11-2001 that if the workman is working as casual worker as on that date he shall be allowed to work as casual labour except in case of regularly selected candidates are appointed. Petitioner filed a contempt case No. 292/2002 before the Hon'ble High Court of A. P. to direct the Respondent to continue the Petitioner in services which was dismissed by Hon'ble High Court of A. P., vide order dated 21-8-2002. Petitioner again filed WP 16823/2002 for a direction to engage him in preference to Sri K. Bhaskar which was disposed off vide direction dated 20-11-2002 to

engage the Petitioner as budlee worker in place of Sri K. Bhaskar. Aggrieved with the decision and order of the Hon'ble Single Judge. Writ Appeal was filed which was disposed off vide order dated 30-4-2003 wherein the Hon'ble High Court of A.P., has held that "Sri K. Bhaskar was not engaged as such there was no question of issuing any direction for the Petitioner workman to be engaged in place of Sri K. Bhaskar, the only direction could be issued in facts and circumstances would be that in the eventuality of the bank intending to engage any casual worker for the work which was being performed by the Petitioner to the bank, the bank is obliged to follow the principles of seniority and offer the work to the casual worker according to the seniority and if the Petitioner is found to be seniormost he could be given the offer first and in the event of his not joining, the offer may be given to the juniors." It has further been submitted that no junior budlee has been engaged at Shamshabad branch as such, Petitioner workman can not claim relief. The claim petition deserves to be dismissed.

4. Both the parties have filed their evidence.

5. Petitioner workman has filed his affidavit as evidence in chief and has appeared for cross examination and has been cross examined at length. He has produced WW2 Sri D. Venugopal, Computer Operator of Shamshabad branch of the management bank and Sri R. Prakash Rao, as WW3 Cashier-cum-Clerk of Shamshabad branch. Petitioner has filed xerox copy of letter dated 28-2-2000 Ex. W1, xerox copy of the letter of Branch Manager to Dena Bank Regional Office addressed to Branch Manager, Dena Bank Shamshabad Ex.W2, letter from Shamshabad branch asking for clarification dated 2-5-2000 Ex.W3, xerox copy of minutes of structural meeting dated 17-10-2000 between bank management and representatives of the workers union Ex.W4, Minutes of discussion held on 28-9-2002 between All India Dena Bank Employees Coordination Committee and Dena Bank Management Ex.W5 Dena bank Regional Office letter dated 28-11-2000 addressed to Chief/Senior/Branch Manager of all the branches Ex.W6, another letter of Regional Office dated 24-2-2001 addressed to Branch Manager regarding payment of consolidated wage of Sri K. Shiva Kumar Ex.W7, Copy of the order of Hon'ble High Court of A. P. in WA 174/2003 between Dena Bank and Sri K. Shiva Kumar dated 30-4-2003 Ex.W8, letter to the DGM, head office Mumbai sending the names of employees who have worked for more than 240 days letter dated 5-2-1997 wherein name of Sri K. Shiva Kumar also find place Ex.W9, letter of Bank Regional Office to Branch Manager dated 20-11-96 Ex.W10, Regional Office letter to Shamshabad branch dated 11-9-97 Ex.W11, Bank employees union letter to the General Manager dated 8-9-2003 for implementing order of Hon'ble High Court of A. P. Ex.W-12 and Regional Office letter dated 30-10-2001 to Branch Manager regarding engagement of unauthorized

budless and calling for the explanation of the Branch Manager that how he has engaged budlees in the breach of instruction of the Regional Office, Ex.W13.

6. Respondent has also filed copy of representation of Sri K. Shiva Kumar dated 3-10-2002 which has been marked as Ex.M1 and filed affidavit of Sri V.A.R. Sharma, Branch Manager of Shamshabad branch (Rtd.) and also produced him for cross examination as MW1. Respondent has filed affidavit of Sri Raghunath N. Sharma, Chief Manager, Dena Bank as MW2 and have filed copy of the judgement of the Hon'ble High Court of A.P., in WP No. 532/99 dated 30-4-2003, annexure 1 directing the Respondent to refer the dispute in accordance with the law. The copy of the reference annexure 2, copy of representation of Sri K. Shiva Kumar dated 3-10-2002 annexure 3, copy of the order of Hon'ble High Court of A.P. Hyderabad in WPMP No. 30392/2001 dated 22-11-2001 between Sri K. Shiva Kumar and management of Dena Bank annexure-4 (A), copy of the judgement passed in WP No. 24051/2001 in between Sri K. Shiva Kumar and bank management dated 30-4-2003 confirming the interim order i.e., Petitioner workman as casual labour he should be continued as such, annexure 4 (b). Copy of the order dated 21-8-2002 in contempt case No. 292/2002 between Sri K. Shiva Kumar and bank management which was dismissed annexure-5, copy of order dated 30-4-2003 in WA No.174/2003 between Dena Bank and Sri K. Shiva Kumar directing that if any vacancy of casual labour exists and Respondent management is intended to employ any casual labour then looking to the seniority of the workman Sri K. Shiva Kumar should be preferred for appointment as casual mazdoor annexure-6, copy of the order dated 20-11-2002 to engage the Petitioner in place of Sri D. Bhaskar.

7. I have heard learned counsels for both sides. Workman has filed written arguments as well. I have gone through the written arguments and oral arguments. It has been argued by the Learned Representative of the workman union that there is order of Hon'ble High Court of A. P. to engage the Petitioner in future vacancy as and when the vacancy for the post of budlee sipoy or casual mazdoor is available in the office of the Branch Manager, Shamshabad, as such the Petitioner is entitled for the appointment in the future vacancy. It has further been contended by him that Sri K. Shiva Kumar was working as a budlee he was ordered to be paid arrears but he was not paid the arrears of wage the management has produced a retired employee of the bank. Moreover, there is direction of Hon'ble High Court of A. P. Hyderabad that if the Petitioner is working as casual labour he shall be allowed to be continued as such there is ample documentary evidence before this tribunal to prove that Sri K. Shiva Kumar was terminated at the end of November, 2001. Another Petitioner Sri K. Muthaiah is still in the service as per direction of Hon'ble High Court of A. P. Petitioner representative had contended that a

Commissioner be appointed to visit bank Jamia Osmania, R. P. Road, Secunderabad branch to find out the fact whether juniors to Sri K. Shiva Kumar are continuing in the service or not. The bank has disobeyed the superiors orders to pay the wages, the bank has become autonomous 7 years back as such, it does not required any sanction for recruitment. All the temporary personnel i.e., Drivers of the executives of the bank have been taken for recruitment in October, 2009. Many budlee employees are working continuously in the bank just to mislead the court, it was stated that Sri Bhaskar is discontinued from the services. It should be verified by the court. Thus, the Petitioner deserves to be ordered for absorption in the bank as budlee. I have considered this argument of Learned Representative of the workman and I have gone through the file.

8. Following points have to be considered in this case, in the light of reference received from Government of India:

- (I) "Whether the demand of Dena Bank Employees Union for empanelment for absorption in future vacancies in respect of Sri K. Shiva Kumar, casual peon of Dena Bank is justified?
- (II) If so, what relief the affected workman is entitled?"

9. Point No. (I):

Workman union and Respondent management both have filed their written claim statements, from which some facts are undisputed that Sri K. Shiva Kumar has worked as budlee in Dena Bank. It is also undisputed between the parties that the Petitioner's services were terminated in the year 2001. It is also undisputed that after termination from the services Petitioner filed WP No. 532/1999, that his dispute was not referred to Government of India for adjudication. This writ was filed by Sri K. Shiva Kumar alone and not by the employees union. Petitioner filed WP No. 30392/2001 along with Sri K. Muthaiah and Employees Union of Dena Bank which was disposed off by order dated 22-11-2001 directing the Respondent management that if Petitioner is working as casual labour as on today he shall be allowed to continue as casual labour except in case of regularly selected candidates. It is also undisputed that the Petitioner workman filed in WP No. 24051/2001 along with Sri K. Muthaiah and Employees Union against Dena Bank management for declaring the action of Respondent in not regularizing the services of the workman as illegal. At that stage it was held by Hon'ble High Court of A.P., that Petitioner Sri K. Shiva Kumar is not continuing in services while Petitioner's co-worker Sri K. Muthaiah is working and being continued as casual labour and this WP finally disposed off with a direction that if Sri K. Shiva Kumar is continuing or Petitioners are continuing as casual labour they will be allowed to continue. Another

writ was filed by Sri K. Shiva Kumar that management has appointed one Sri Bhaskar and has not engaged the Petitioner even after the order of Hon'ble High Court of A. P., as such, contempt proceeding be initiated against management. This claim petition was contested by Respondent management and they stated that no person named as Sri K. Bhaskar Rao is working in the Shamshabad Branch of the Respondent. The Petitioner was not able to prove that Sri K. Bhaskar Rao was working in the Respondent bank, hence his contempt petition was dismissed by the order dated 30-4-2003, it has been held by Hon'ble High Court that since Sri Bhaskara Rao is not working in the office of the management no direction can be given to engage the Petitioner Sri K. Shiva Kumar in place of Sri Bhaskara Rao, "the only direction which could be issued in the facts and circumstances would be that if any casual worker for the work which was being performed by the writ Petitioner, is to be engaged. The bank was obliged to follow the principle of seniority and offer the work to casual worker according to seniority and in the case the writ Petitioner was senior he should be given the offer first and in the event of his not joining the offer may be given to the juniors." This is final order of the Hon'ble High Court of A. P., Hyderabad. None of the parties to this petition are claiming that they have challenged this order of the Hon'ble High Court. Thus, the matter stood as such that the Hon'ble High Court has directed on 30-4-2003 that if bank intend to engage any casual worker for the work which was being performed by the writ Petitioner and if Petitioner is found to be the seniormost he shall be offered such post first and in the event of his not joining such post of budlee can be offered to another person as per seniority.

10. In the light of the above direction of the Hon'ble High Court, now it is the duty of the Petitioner to prove two material facts that there existed any post of casual worker/budlee and bench intends to engage some casual labour and the Petitioner workman is the seniormost person who is eligible to get such post or get the appointment of that post. However, Petitioner has not placed any such material before this tribunal that any vacancy is available or the bank has intended to appoint any casual labour or appointed any third person in the place of Petitioner as budlee after the termination of the Petitioner from the bank's services. In absence of this material fact or any piece of document brought before this tribunal it can not be said that the bank management has appointed any third person as budlee/casual worker on the post or the place where Petitioner workman was working. The Petitioner has not even submitted this fact in his claim statement that any other person has been appointed by the management on the post which was held by the Petitioner before his termination. By mere asking this tribunal to appoint a commissioner to visit the bank's branch and verify who is the person working there

through the written argument, the Petitioner can not claim that third person is working in the place where the Petitioner was working.

11. Moreover, it was the duty of the workman Sri K. Shiva Kumar or on his behalf the Employees Union to move to this court at earlier occasion either through a memo or through an I. A. for appointing a Commissioner to enquire whether any person is working in place of Petitioner or not. Not only that it is the duty and responsibility of the Petitioner to disclose before this tribunal as to who is that person who has been appointed by the management in the place of the Petitioner, because without disclosing the name of the person who is working in the place of the Petitioner by mere the appointment of Commissioner this tribunal will not be able to find out who has been appointed by the management in place of the Petitioner, Respondent has submitted in their claim statement that several budlees were continuing in the job. thus, it would be difficult to ascertain who is that person who has been appointed after the Petitioner. It was the duty of the Petitioner to disclose before this tribunal the name of the person who was appointed by bank after termination of workman. The mere submission of the Petitioner's representative that some one is working in the place of the Petitioner can not be accepted to be true version. Petitioner has filed as many as 13 documents almost all of them relates back to the period when the Petitioner was working with the bank management which have no relevance in deciding the present dispute between the parties, because the earlier position has already been settled between the parties by Hon'ble High Court of A. P. The only question is whether the management is surpassing the direction of the Hon'ble High Court or not. For that the Petitioner is bound to bring the material fact and documents to prove that there existed vacancy after the order of Hon'ble High Court passed on 30-4-2003 and that place should have been given to the Petitioner, secondly it was also the duty of the Petitioner to prove that he was the senior most disengaged employee of the bank. As ordered by the Hon'ble High Court that if the Petitioner is found to be the seniormost then only the position will be offered to him. This material fact has also not been disclosed by the Petitioner either himself or through the union nor he has brought any such material before this tribunal to prove that he is the seniormost disengaged employee of the bank management. In light of absence of these two material facts and documents or material in support of these facts this tribunal is of the opinion that the demand of the Dena Bank Employees Union, Hyderabad for absorption in furture vacancy in respect of Sri K. Shiva Kumar, Casual Peon of Dena Bank is not justified. Reference itself is vague and it is against the spirit of the direction of the Hon'ble High Court of A. P., Hyderabad. Point No. (I) is decided accordingly.

12. Point No. (II):

While deciding the first question this tribunal is of the opinion that demand of the Dena Bank Employees Union is unjustified, no relief can be granted to the workman and deserves to be rejected. Point No. (II) is decided accordingly. Hence, this award.

Award passed accordingly . Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 1st day of October, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

WW1: Sri K. Shiva Kumar

WW2: Sri D. Venu Gopal

WW3: Sri R. Prakash Rao

Witnesses examined for the Respondent

MW1: Sri VAR Sarma

MW2: Sri Raghunath N. Sharma

Documents marked for the Petitioner

- Ex.W1: Copy of representation of WW1 for payment of arrears dt. 28-2-2000.
- Ex.W2: Copy of lr. to Manager by DGM for payment of consolidated wages to WW1 dt. 27-10-2000.
- Ex.W3: Copy of lr. from Shamshabad branch to Regional office reg. payment of consolidated wages to WW1 dt. 2-5-2000.
- Ex.W4: Copy of minutes of structural meeting with D.B. Emp. Union dt. 17-10-2000.
- Ex.W5: Copy of minutes of discussion held on 28-9-2002 between AIDB Emp. Co. or Committee and Bank Management.
- Ex.W6: Copy of lr. dt. 28-11-2000 to all branches by regional office of Respondent reg. engagement of budlees and part-time cleaners.
- Ex.W7: Copy of lr. from Regional Office reg. payment of consolidated wages to WW1 dt. 24-2-2001 to Shamshabad branch.
- Ex.W8: Copy of order in WA No. 174/2003 dt. 13-4-2003.
- Ex.W9: Copy of lr. No. BRO:PER:745 : 97 dt. 5-2-1997 reg. list of employees who worked for more than 240 days.
- Ex.W10: Copy of lr. No. BRO : PER : 6801 : 96 reg. appointment of part-time cleaners.

- Ex.W11: Copy of Ir. No. BRO/PER/4116/97 dt. 11-9-97 from regional office to branch.
- Ex.W12: Copy of representation of Union to the head office of Respondent bank.
- Ex.W13: Copy of Ir. No. BRO/PER/4245/2001 dt. 30-10-2001 reg. engagement of budlees unauthorizedly by the branch.

Documents marked for the Respondent

- Ex.M1: Copy of representation of WW1 dt.3-10-2002 for reinstatement.

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 3095.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड वेस्टर्न बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 284, 307,318/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-11-2010 को प्राप्त हुआ था।

[सं. एल-12012/301/97-आईआर(बी-1)]

[सं. एल-12012/24/97-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th November, 2010

S.O. 3095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID No. 284, 307, 318/97) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of United Western Bank Ltd; and their workmen, received by the Central Government on 18-11-2010.

[No. L-12012/301/97-IR (B-I)]

[No. L-12012/24/97-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Presiding Officer : SHRI MOHD. SHAKIR HASAN

No. CGIT/LC/R/284/97

Shri Vipin Kumar Tiwari
S/o Late Shri Sheshnarayan Tiwari,
Station Road,
Polsai Para, Durg (MP) ...Workman/Union

Versus

Regional Manager,
United Western Bank Ltd.,
Nagpur (M.S.) ...Management

No. CGIT/LC/R/307/97

Shri Harish Parmar,
S/o Shri R. G Parmar,
Mill Para, Durg (MP) ...Workman/Union

Versus

Regional Manager,
United Western Bank Ltd.,
Nagpur (M.S.) ...Management

No. CGIT/LC/R/318/97

Shri S. S. Deshpande,
R/o Shriram Ward,
Distt. Wardha ...Workman/Union

Versus

Regional Manager,
United Western Bank Ltd.,
Satara (M.S.) ...Management

AWARD

Passed on this 1st day of November, 2010

1. (a) The Government of India, Ministry of Labour vide its Notification No. L-12012/301/97-IR (B-I) dated 9-10-97 has referred the following dispute for adjudication by this tribunal :—

“Whether Shri Vipin Kumar Tiwari S/o Late Shri Sheshnarayan Tiwari, C/o Shri Laxminarayan Tiwari, Advocate, Station Road, Pilsai Para Durg (MP) Madhu Sanchaya Deposit Agent of United Western Bank Ltd., Nagpur Regional Officer in relation to their Shanichari Bazar Durg (MP) is a “Workman” under the provision of I.D. Act, 1947.”

AND

“Whether the action of the management of the Bank in terminating the services of Shri Vipin Kumar Tiwari M.S.D. Agent w.e.f. 1-6-96 is lawful and justified? If not, to what relief the workman is entitled to?”

(b) The Government of India, Ministry of Labour vide its Notification No. L-12012/24/97-IR (B-I) dated 5-11-97 has referred the following dispute for adjudication by this tribunal :—

“Whether Shri Harish Parmar S/o Shri R. G. Parmar, Mill Para, Durg (MP) Madhu Sanchaya Deposit Agent of United Western Bank Ltd. Nagpur Regional Officer in relation to their Shanichari Bazar Durg (MP) is a “Workman” under the provision of I.D. Act, 1947.”

AND

“Whether the action of the management of the Bank in terminating the services of Shri Harish Parmar M. S. D. Agent w.e.f. 1-6-96 is lawful and justified? If not, to what relief the workman is entitled to?”

(c) The Government of India, Ministry of Labour vide its Notification No. L-12012/24/97-IR (B-I) dated 5-11-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Management of the United Western Bank Ltd. Rep through (1) its Branch Manager of Arvi Branch, Distt. Wardha and (2) Its General Manager of the Bank at Satara in stopping from working the alleged workman Shri S. S. Deshpande, a Madhu Sanchay Scheme Agent w.e.f. 3-6-96 and not allowing him to work either as M.S.D. Agent or as a clerk is just, proper and legal? If not, to what relief the workman is entitled?”

2. A common question arises in all the three references and therefore all are taken up together for adjudication.

3. The case of the applicants/workmen in short is that they were appointed on different dates as Deposit Collectors by the management/non-applicant in the Bank. The function and duties of the applicants were collection of deposits, depositing such collection in the Bank, Ledger posting, maintaining balance books, Ledger posting, maintaining balance books, preparing vouchers of the depositors etc. It is stated that the non-applicant bank stopped them from work and terminated their services from June 1996 without any chargesheet. No notice was given before termination nor any retrenchment compensation was paid under the provision of Industrial Dispute Act, 1947. They are also not in any gainful employment since termination. The action of the management is said to be illegal and unjustified and the reference be answered in favour of the applicants by reinstatement with full back wages and consequential benefits.

4. The management/non-applicant appeared and contested the reference by filing Written Statement. The case of the management, inter alia is that the applicants/workmen were admittedly engaged as Madhu Sanchaya Deposit Agents (in short agents) for collection of deposits on commission on the basis of agreements on different dates individually. They were paid commission on the basis of business done by them to the Bank. There was no control of the Bank over their work. There was no relationship of employer and employees. They were required to promote the interest and business of the Bank and were required to work in accordance with the terms and conditions of the agreements. M. S. D. Scheme for which they were engaged as agents came to be closed by the management and it was no more in the interest of the management to continue the same as far as Nagpur and Jalgaon regions were concerned and therefore the agreement was rightly terminated. It is stated that even then it is presumed that they came under the definition of workman as defined in Section 2 (s) of the I.D. Act they are not said to be retrenched as they were terminated on closure of the M.S.D. Scheme and they would be utmost entitled to

compensation as admissible to them under Section 25 F.F.F. of the I.D. Act. It is submitted that the action of the management is justified.

5. On the basis of the pleadings, the following issues are framed —

- I. Whether the applicants are workman under the provision of I. D. Act, 1947?
- II. Whether the termination of these M. S. D. agents from their services by the management is legal and justified?
- III. To what other relief, they are entitled?

6. Issue No. I

The foremost question is as to whether these agents are workman under the provision of Section 2 (s) of the I.D. Act. On the pleadings and evidence of both the parties, it is an admitted fact that the applicants were appointed as agents to promote the interest and business of the Bank. It is also an admitted fact that they were paid commission on the basis of business done by them in the Bank. The evidence of the applicants shows that they used to do the work to make collection, to make entries in the weekly cards, to make entries in the ledger, to work out interest to the depositors, to make payment vouchers of the depositors and to maintain balance book. They have further stated that except the collection work, other works are being done by them in the Bank in the Bank Hours. The learned counsel for the applicants argued that they were working regularly and they did work in the Bank hours as well as in other times according to the convenience of the depositors and they were doing work in the control of the Branch Manager who had power to withhold their payment, if the register were not completed properly. It is submitted that they were workmen within the definition of Section 2 (s) of the I.D. Act.

7. The management witnesses in all the references have stated that the agents were required to collect deposit from the depositors as enrolled by them and to make the entries in the respective cards and to deposit the cash with the Bank. The witness has further stated that there was no control over the working hour and there was no ceiling of the deposits made by them. It appears to be natural and obvious that the nature of duty of these Deposit Collectors cannot be fixed and they had to work with the convenience of the depositors but they used to deposit the cash in the bank in the bank hours and to complete records there accordingly.

8. The applicants had executed agreements separately which are marked as Exhibit W/2. This document is also admitted by the management. The Clause 8 & 9 of the terms of agreement are as follows—

“(8) The M. S. D. Agent shall be bound to issue receipts to the Madhu Sanchay depositors immediately on collection of deposit under the scheme on behalf of the Bank. He shall further be bound to credit all the sums so collected under the scheme in the Bank, on the same day and give complete account to the bank authorities.

(9) The M. S. D. Agent hereby further agrees that one of the conditions while working as a MSD Agent, is the strict performance of the duty and observance by him of complete and very strict secrecy about all the transactions and dealings of and with the Bank.”

The terms of agreement and the oral evidence clearly show that there was relationship of master and servant between the Deposit Collectors and the management of the Bank.

9. The learned counsel for the applicants has placed reliance in the case of *Indian Bank Association Versus workman of Syndicate Bank and others* reported in 2001-1-LLJ Page 1045. It is submitted that the Hon'ble Supreme Court has held that Deposit Collectors of the Banks were workmen within the meaning of Section 2 (s) of the I. D. Act, 1947 and the commissions paid to them were wages as defined in Section 2 (rr) of the I. D. Act, 1947. The Hon'ble Supreme Court has held that

“We have considered the rival submissions. In our view, Mr. Sharma was right when he submitted that on the basis of evidence before it the Tribunal has given findings of fact that the deposit collectors were workmen within the meaning of Section 2 (s) of the Industrial Disputes Act. On the evidence on record, it could not be said that this finding was unsustainable. Having been shown the relevant evidence we are also of the opinion that the Tribunal correctly arrived at a conclusion that these deposit collectors were workmen.

Further as seen from Section 2 (rr) of the Industrial Disputes Act, the commission received by deposit collectors is nothing else but wage, which is dependent on the productivity. This commission is paid for promoting the business of the various banks.

We also cannot accept the submission that the banks have no control over the deposit collectors. Undoubtedly the deposit collectors are free to regulate their own hours of work but that is because of the nature of the work itself. It would be impossible to fix working hours for such deposit collectors because they have to go to various depositors. This would have to be done at the convenience of the depositors and at such times as required by the depositors. If this is so, then no time can be fixed for

such work. However there is control in as much as the deposit collectors have to bring the collections and deposit the same in the banks by the very next day. They have to then fill in various forms, accounts, registers and pass books. They also have to do such other clerical work as the bank may direct. They are, therefore, accountable to the bank and under the control of the bank.”

Thus it is clear from the submission made above that the applicants who were Deposit Collectors were workmen and their commissions paid by the Bank was wages in accordance with the provisions of I.D. Act. This issue is thus decided in favour of the applicants/workmen and against the management.

10. Issue No. II

Now the another question arises is as to whether the termination of the applicants/workmen was legal and justified by the management. On the basis of above discussion it is clear that the applicants were workmen. Admittedly they had been terminated w.e.f. June 1996 without any notice or without any compensation.

11. According to the management, M. S. D. Scheme under which the workmen were engaged as agent came to be closed by the management w.e.f. 27-5-96 and therefore it was not in the interest of the management to continue the same and therefore the agreement was rightly terminated. It is submitted that the termination of agreement is not a retrenchment because they were terminated in consequence of the closure of M. S. D. Scheme. Section 2 (oo) of the I. D. Act reads as under—

“Retrenchment means the termination by the employer of the service of a workman or any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include—”

Thus it is clear that in terms of the definition “retrenchment” means the terminated by the employer of the service of a workman for any reason what so ever except those expressly provided in the section. In my view these workmen come under the purview of retrenchment workmen.

12. The learned counsel for the management submits that unless it is established that they had worked 240 days in 12 calendar months preceding the date with reference as has been provided under Section 25-B of the I.D. Act, the provision of Section 25-F or 25 FFF of the I.D. Act is not applicable. There is a specific case of the workmen that they were appointed Deposit collectors and were working thereafter and terminated from the service w.e.f. June 1996. This shows that they were regularly working as Deposit Collectors. The management has not denied in his pleading that they were not working

continuously till the date of termination. Rather the only contention was that they were not workmen and there was no relationship of employer and employees. On the basis of the discussion made above, it is clear that the Deposit Collectors were workmen and their commissions were wages. The nature of work of the workmen as has been discussed earlier, clearly shows that there was no fixed hour of these workmen rather they were at work according to their convenience. Thus it is evident that these workmen were in continuous service of the bank from the date of appointment till the date of termination. Admittedly they were not terminated after complying the provision of Section 25 F or 25 FFF of the I.D. Act 1947. As such the management was not justified in terminating the services of these Deposit Collectors without complying the provision of above stated I. D. Act. This issue is accordingly decided.

13. ISSUE No. III

Another important point raised by the management is that the M. S. D. Scheme for which they were engaged, came to be closed by the management as the same was not liable to continue as far as Nagpur and Jalgaon regions were concerned. It is submitted that they cannot be reinstated on the said place as the scheme is closed. The management witness has supported this fact in his evidence that the MSD Scheme has been closed in those regions. The workmen have also stated in their evidence that they were not in gainful employment since their retrenchment. On the basis of discussion made above, it is established that the termination of the workmen was illegal and unjustified by the management as they had been terminated without payment of any compensation under I. D. Act. Thus the management is directed to reinstate the workmen with full back wages from the date of termination. The average of last ten months commission is to be considered as wages of one month of the workmen for the purpose of calculation of back wages. However thereafter the management is at liberty to proceed in accordance with the provision of the I.D. Act in case their services are no longer required in view of the closure of the scheme. All the three references are accordingly, answered.

14. In the result, the award is passed with cost of Rs.5000 each to the workmen.

15. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 3096.-औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या 1/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-11-2010 को प्राप्त हुआ था।

[सं. एल-41012/41/2008-आईआर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th November, 2010

S.O. 3096.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/99) of the Industrial Tribunal-cum-Labour Court, Ajmer as shown in the Annexure in the Industrial Dispute between the management of North West Railway and their workmen, received by the Central Government on 22-11-2010.

[No. L-41012/41/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

अनुबन्ध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर

पीठासीन अधिकारी - श्री पवन एन. चन्द्र, आर.एच.जे.एस

प्रकरण संख्या-सी.आई.टी.आर. 1/99

रेफरेंस संख्या - एल - 41012/41/2008 -आई आर (बी-1) दिनांक 15-1-09

श्री महेन्द्र कुमार चौहान पुत्र श्री अर्जुन सिंह निवासी 595/28, शिवनगर, बिहारीगंज, अजमेर (राज.) मृतक जरिये विधिक प्रतिनिधिगण:-

(1) शोभाकंवर पत्नी स्व. श्री महेन्द्र चौहान,

(2) योगेन्द्र सिंह पुत्र स्व. श्री महेन्द्र चौहान

....प्रार्थी

बनाम

डिप्टी चीफ मेकेनिकल इंजीनियर, लोको वर्कशॉप, उत्तर पश्चिम रेलवे, अजमेर

....अप्रार्थी

उपस्थिति

प्रार्थी की ओर से : श्रीमति कनकलता अधिवक्ता - प्रतिनिधि

अप्रार्थी की ओर से : कोई उपस्थित नहीं (बहस के दिन)

आज श्री अजय गोयल उप. है।

आदेश

दिनांक 21-10-10

1. केन्द्र सरकार, श्रम विभाग, नई दिल्ली द्वारा इस न्यायालय के अधिनिर्णयार्थ निम्न रेफरेंस प्रेषित किया है:-

“Whether the action of the management of Dy. Chief Mechanical Engineer (Carriage), North West Railway, in dismissing services of Sri Mahender Kumar Chouhan S/o Sri Arjun Singh, vide their order dated 29-10-04 is just, legal and fair? To what relief is the workman concerned entitled?”

2. नोटिस के उपरांत उभयपक्ष उपस्थित आये। प्रार्थी ने अपने क्लेम में अंकित किया है कि विपक्षी द्वारा जो आरोप पत्र दिया गया था वह नियमानुसार न होकर विधि विरुद्ध है और चूंकि जांच कार्यवाही भी नैसर्गिक न्याय के सिद्धांतों के विपरीत है जिस कारण से उसकी दोष सिद्धि एवं दंडादेश निरस्त होने योग्य है। उसका कथन है कि जांच प्रक्रिया दूषित होने से उसके विरुद्ध पारित सेवा से निष्कासन का आदेश विधि विरुद्ध, मन-माना, अवैधानिक एवं प्रभावशून्य होने से निरस्तनीय है एवं समस्त परिलाभों सहित पुनः सेवा में बहाल होने योग्य है।

3. इसके विपरीत विपक्षी पक्ष ने प्रार्थी द्वारा अंकित तथ्यों से असहमति प्रकट करते हुए जांच कार्यवाही को विधि सम्मत् होना बताया है एवं दोष सिद्धि के उपरांत दी गयी सजा को भी संतुलित होना कहते हुए श्रमिक के क्लेम को खारिज करने की प्रार्थना की है।

4. इस प्रकरण की अन्वीक्षा के दौरान दिनांक 29-11-09 को श्रमिक का निधन हो जाने से उसके विधिक वारिसान् को रिकार्ड पर लिया गया है।

5. मैं यहां यह उल्लेख कर देना उचित समझता हूं का प्रार्थी श्रमिक के विरुद्ध की गयी विभागीय जांच की वैधानिकता पर उभयपक्षों की बहस सुनने के उपरांत न्यायालय द्वारा आदेश दिनांक 27-8-10 में उल्लेखित अनुसार विभागीय जांच को नियमों एवं प्राकृतिक न्याय के सिद्धांतों के विपरीत होना माना गया है।

6. इस मामले में प्रार्थी श्रमिक का निधन हो जाने से आदेशिका दिनांक 27-9-2010 के अनुसार उभयपक्षों की साक्ष्य लिपिबद्ध किये जाने की आवश्यकता नहीं समझी गई है बल्कि दस्तावेजात् के आधार पर ही बहस सुनकर रेफरेंस का विधि सम्मत् निर्णय करना उचित समझा गया है।

7. उपरोक्त स्थिति में हमारे समक्ष केवल यही अवधारणीय बिंदु रह जाता है कि क्या विपक्षी पक्ष के समक्ष अधिकारी द्वारा किया गया दंडादेश दिनांक 29-10-04 उचित, वैधानिक एवं निष्पक्ष है अथवा नहीं एवं यदि निष्कासन अनुचित एवं अवैधानिक है तो प्रार्थी पक्ष किस राहत को पाने के अधिकारी हैं ?

8. उपरोक्ता बिंदु के निष्कर्ष पर पहुंचने से पूर्व मैं सर्वप्रथम आरोप पत्र दिनांक 4-3-04 का उल्लेख करना उचित समझता हूं जिसके अनुसार प्रार्थी को दिनांक 6-11-03 से 4-3-04 तक बिना पूर्व सूचना एवं अनुमति के अनाधिकृत अनुपस्थित रहने के संबंध में आरोप पत्र दिया गया था। उक्त जांच निष्कर्ष के आधार पर ही अनुशासनात्मक अधिकारी ने प्रार्थी श्रमिक को दिनांक 6-11-03 से 4-3-04 तक अनाधिकृत रूप से अनुपस्थित रहने के आरोप के लिए दोषी पाये जाने पर दिनांक 29-10-04 के आदेशानुसार रेल सेवा से

निष्कासित किये जाने का आदेश पारित किया है। इस आरोप पत्र की जांच को हमने न्याय एवं नैसर्गिक सिद्धांतों के विपरीत माना है।

9. मेरे मत में जब विभागीय कार्यवाही को स्पष्ट रूप से न्याय एवं नैसर्गिक सिद्धांतों के विपरीत होना माना गया है तो ऐसी जांच के परिणाम के आधार पर प्रार्थी श्रमिक को सेवा से निष्कासित किये जाने के आदेश को उचित एवं वैधानिक नहीं माना जा सकता है।

10. इसके अलावा भी विपक्षी पक्ष द्वारा प्रार्थी श्रमिक को उसे दिये गये आरोप पत्र की प्रतिरक्षा करने हेतु नियमानुसार अवसर प्रदान नहीं किया गया है क्योंकि विभागीय जांच के दौरान उसके एवं गवाहान् के बयान विभागीय गवाहान् के बयानों से पूर्व में लिपिबद्ध किये गये हैं जिससे प्रार्थी अपचारी कर्मचारी के अधिकारों पर विपरीत प्रभाव पड़ा है।

11. यदि तर्क के लिए यह मान भी लिया जाये कि प्रार्थी श्रमिक दिनांक 6-11-03 से 4-3-04 तक बिना पूर्व अनुमति लिये अपने कार्य से अनुपस्थित था तो भी मेरे मत में इस लापरवाही एवं अनुशासनहीनता के लिए उसे सेवा से निष्कासित करने जैसा कठोरतम आदेश पारित नहीं किया जाना चाहिये था बल्कि उसकी वार्षिक वेतन वृद्धि रोककर अथवा अन्य सजा से दंडित कर अथवा उसे हिदायत देकर सुधरने का अवसर दिया जाना चाहिए था।

12. प्रार्थी पक्ष की ओर से नजीर 2000 (1) आर एल आर 631 बाबूलाल बनाम यूनियन आफ इंडिया एवं अन्य का अवलंब लिया है जिसका हमने ध्यानपूर्वक एवं सम्मानपूर्वक अध्ययन किया है। यह सही है कि उक्त प्रकरण में भी प्रार्थी श्रमिक रेलवे विभाग का कर्मचारी था जो अलग-अलग अवधियों में अनेक मर्तबा अनाधिकृत रूप से अवकाश पर रहा था। अनुपस्थिति अवधि के संबंध में उसे आरोप पत्र दिया गया था और विभागीय जांच में उसे जांच अधिकारी द्वारा दोषी करार किया गया था जिसकी जांच रिपोर्ट से सहमत होते हुए अनुशासनात्मक अधिकारी ने उसे सेवा से अनिवार्य सेवानिवृत्ति का आदेश पारित कर दिया। ऐसे आदेश को माननीय उच्च न्यायालय ने अनेक आधारों पर न्यायिक सिद्धांतों के विपरीत मानते हुए उसे बकाया वेतन का पचास प्रतिशत का एरियर दिलाते हुए अन्य परिलाभ प्रदान किये हैं।

13. मेरे मत में प्रार्थी के विरुद्ध जो आरोप था वह निम्न प्रकृति का आरोप था। ऐसे आरोप के लिए सेवा निष्कासन कठोरतम आदेश है जिसकी आवश्यकता तभी मानी जा सकती है जबकि श्रमिक ऐसा बार-बार करने का आदी हो। वर्तमान मामले में ऐसी कोई परिस्थिति नहीं है जिस कारण से मैं उक्त आदेश को असंतुलित, अनुचित अवैधानिक आदेश मानता हूं और ऐसे आदेश को अपास्त किये जाने योग्य समझता हूं।

14. अब हमें यह निर्धारित करना होगा कि प्रार्थी पक्ष किस राहत को प्राप्त करने के अधिकारी हैं।

15. इस संबंध में प्रार्थी के योग्य अधिकार का कथन है कि चूंकि विपक्षी पक्ष द्वारा कर्मकार महेंद्र चौहान को अवैधानिक जांच के आधार पर अवैधानिक तरीके से दिनांक 29-10-04 से रेल सेवा से

किया गया है, ऐसी स्थिति में उसे उक्त तिथि से ही समस्त परिलाभों के साथ सेवा में बहाल माना जाकर उसकी मृत्यु तिथि अथवा नियमित सेवानिवृत्ति तक का समस्त वेतन मय परिलाभों के दिलाया जावे।

16. मैंने प्रार्थी पक्ष के योग्य प्रतिनिधि के उपरोक्त तर्क पर गंभीरता से मनन किया है और मैं उनके तर्क में बल होना मानता हूँ कि जब कर्मकार स्व. महेंद्र चौहान को विपक्षी पक्ष द्वारा विधि-विरुद्ध जांच के आधार पर असंतुलित, अनुचित एवं अवैधानिक तरीके से लंबी एवं नियमित सेवा से बिना न्याय-संगत कारण के निष्कासित किया गया है तो कर्मकार यदि जीवित होता तो निःसंदेह निष्कासन तिथि दिनांक 29-10-04 से पुनः बहाल होता एवं उसकी मृत्यु तिथि दिनांक 29-11-09 तक अथवा नियमित सेवानिवृत्ति की तिथि तक जो पहले हो, प्राप्त करने का अधिकारी होता जो परिलाभ उसके विधिक वारिसान् पाने के अधिकारी हैं।

17. अतः उपरोक्त संपूर्ण विवचन के आधार पर इस रेफरेंस का उत्तर निम्न अनुसार दिया जाता है।

आदेश-अवार्ड

फलतः भारत सरकार, श्रम मंत्रालय की ओर से प्रेषित विवाद दिनांक 15-1-09 का उत्तर इस प्रकार से दिया जाता है कि उपमुख्य मैकेनिकल अभियंता (कैरिज), उत्तर-पश्चिम रेलवे, अजमेर द्वारा कर्मकार स्वर्गीय श्री महेंद्र कुमार चौहान को अपने आदेश दिनांक 29-10-04 से सेवा से निष्कासन करना स्पष्टतः अनुचित एवं अवैधानिक है।

यदि कर्मकार जीवित होता तो वह दिनांक 29-10-04 की तिथि से पुनः समस्त परिलाभों के साथ बहाल होने योग्य होता तथा उसकी सेवायें दिनांक 29-10-04 से बहाली एवं तत्पश्चात् सेवानिवृत्ति तक नियमित मानी जाती।

चूँकि कर्मकार श्री महेंद्र चौहान का दिनांक 29-11-09 को निधन हो चुका है, ऐसी स्थिति में उसकी दिनांक 29-10-2004 से बहाली मानते हुए उसके विधिक वारिसान से नियमित सेवानिवृत्ति की तिथि अथवा निधन की तिथि जो भी पहले हो तक नियमानुसार उसे मिलने वाला समस्त वेतन मय नियमित वार्षिक वेतन वृद्धियों के एरियर राशि प्राप्त करने के अधिकारी है। स्वर्गीय कर्मकार को मिलने वाली राशि पर विधिक वारिसान दिनांक 29-10-04 से भुगतान होने की तिथि तक नौ प्रतिशत सालाना की दर से साधारण ब्याज भी प्राप्त करने के अधिकारी होंगे।

स्वर्गीय कर्मकार को दी जाने वाली पेंशन, ग्रेज्युटी एवं अन्य परिलाभों को भी विधिक वारिसान नियमानुसार प्राप्त करने के अधिकारी है।

विपक्षीय उक्त संपूर्ण राशि का निर्धारण कर भुगतान अवार्ड प्रकाशन से एक माह में करना होगा।

निर्णय लिखाया जाकर आज दिनांक 21-10-2010 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया। अवार्ड की प्रति नियमानुसार केंद्र सरकार को गजट में प्रकाशनार्थ तुरंत प्रेषित की जावे।

पवन एन. चन्द्र, न्यायाधीश

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 3097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टाटा आयरन एवं स्टील कम्पनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 395/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2010 को प्राप्त हुआ था।

[सं. एल-29012/20/2001-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th November, 2010

S.O. 3097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 395/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of T. I. S. Co. Ltd.; and their workman, which was received by the Central Government on 25-11-2010.

[No. L-29012/20/2001-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer,
C. G. I.T-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 395/2001

Date of Passing Award—29th October, 2010

Between :

The Management of the General Manager (OMQ),
T. I. S. Co. Ltd., PO. Noamundi, Singbhum.

... 1st Party-Management

(And)

Their workman Shri Md. Rais Ahmad,
Qr. No. 199, Chamri Camp-Joda West,
Dist. Keonjhar.

... 2nd Party-Workman.

APPEARANCES:

M/s. Ashok K. Parija,
& Associates, Advocates,

... For the 1st Party-
Management.

M/s. N. B. Chainy,
& Associates, Advocates,

... For the 2nd Party-
Workman.

4649 GI/10-29

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the Management of T. I. S. Co. Ltd. and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act 1947 vide their letter No. L-29012/20/2001-IR (M), dated 08-06-2001.

2. The dispute as referred to is mentioned under the schedule of the letter of reference which is quoted underneath:-

"Whether the demand of Shri Md. Rais Ahmad, Sr. Driver-cum-Havildar, Joda West Mines of TISCO Ltd., for reinstatement with full back wages, in view of the order of Hon'ble Magistrate, Keonjhar is justified? If not, what relief the workman is entitled to?"

3. The 2nd Party-workman in his statement of claim has stated that he had been serving under the TISCO Limited on the post of Senior Driver-cum-Havildar in security department at Joda organization since 1986. Throughout long tenure of his service there arose no occasion for any concern to question any of the acts or deeds done by him. But to his misfortune while he was working on 'C' shift duty on 30-8-1998 i.e. from 10 P.M. to 6 A.M. it was reported that he took out the company's jeep No. BEP-296 at about 10.40 P.M. on 30-8-1998 along with his co-worker Shri S. K. Mukhi, P. No. 096816, Senior Driver-cum-Havildar (P) for repairing the clutch of the said jeep and went to the garage of Indra Mistry. At about 11.30 P.M. on the same date he was apprehended by police patrol while disposing of a part (1.5 meters) of the 20 meters of stolen copper cable worth Rs. 20,000 from the Ferro Alloys Plant Store, Joda. Earlier to it, a written report was lodged by the company at Joda Police Station on 29-8-1998 about theft of 20 meters copper cable from Ferro Alloys Plant store yard on 26-8-1998 worth Rs. 20,000. On the basis of the said report case No. 172 dated 29-8-1998 was registered under section 379 IPC. On 30-8-1998 the disputant-workman along with Shri S. K. Mukhi were arrested by Joda police in connection with the aforesaid case on the allegation that 1.57 meters of stolen copper wire was being carried by them in company's jeep No. BEP-296. He was prosecuted of criminal charge under section 379 IPC in the criminal court at Barbil and simultaneously was subjected to a departmental proceeding. Upon filing charge-sheet by the Joda Police the charges under section 379/34 IPC were framed against him in G.R. Case No. 292/1998. He was tried by Shri S. Pattanaik, Judicial Magistrate, 1st Class, Barbil. On completion of trial the criminal court acquitted him of the charges holding that the prosecution has not been able to prove the charges framed against him vide its judgement dated 17-7-1999. In the departmental proceeding almost

similar charges were framed. The basis of the charge was the alleged act of committing theft of company's property. In the departmental proceeding charges of misconduct, dishonesty and unauthorized use of company's property were super imposed though the basic charge was that of alleged theft. The departmental proceeding culminated with the acceptance of the findings of the enquiry report which held the charges as proved. The Management imposed punishment of dismissal from service. The departmental enquiry purportedly conducted against the disputant-workman being a wholly got up one cannot supersede the decision of the court of law in view of the findings of acquittal recorded by the criminal court and thereby absolving him of the said charge of theft. The finding of the enquiry officer in the departmental proceeding loses all significance and the decision of the Management dismissing him from service is liable to be set aside. The order of dismissal in the departmental proceeding on the same charge can not be sustained in law and he is entitled to be reinstated in service with full back wages with interest.

4. The 1st Party- Management filed the written statement controverting the allegations contained in the statement of claim. Their further contention is that the reference is not maintainable in view of the undisputed fact of the case and dismissal of the disputant-workman after domestic enquiry conducted in accordance with the provisions of certified standing order. Acquittal of the disputant-workman in the criminal case has no bearing on the charges framed in the departmental proceeding. It is revealed from the facts of the case that on 26-8-1998 the Dy. Manager, Security Mr. Mahendra Prasad received a letter from the Divisional Manager that 20 meters of copper cable worth of Rs. 20,000 was stolen from the Ferro Alloys Plant stores yard who in turn informed Joda Police Station. A case No. 172/98 was registered under section 379 IPC in Joda Police station on 29-8-98. The disputant-workman was on duty in 'C' Shift of 30-8-1998 i.e. from 10 P.M. to 6 A.M. Mr. Mahendra Prasad, Dy. Manager, Security instructed the disputant-workman at 10.30 P.M. to bring Shri B. Tiu from his house. The disputant-workman at about 10.40 P.M. drove the Jeep No. BEP-269 being accompanied by Shri S. K. Mukhi to fetch Shri B. Tiu from his house. But the disputant-workman along with Shri S. K. Mukhi instead went to the garage of Indra Mistry on the plea of getting repaired the clutch of the said jeep without going to the residence of Shri B. Tiu. They were apprehended by the police while disposing of a part (1.57 meters) of the 20 meters of stolen copper cable worth Rs. 20,000. The police also seized the company jeep No. BEP-269 along with stolen copper cable. The case was filed in the court of Judicial Magistrate (1st Class), Barbil which was registered as G. R. Case No. 292/98. Departmental enquiry was also proceeded against the disputant-workman and Shri S. K. Mukhi and a charge-

sheet was issued on 4-9-1998 in which charges of theft, dishonesty and unauthorized use of company's property were levelled against both. The reply submitted was not satisfactory. Hence a preliminary enquiry was conducted about the incident which was found to be true. Subsequently on 18-9-1998 the Management decided to conduct the domestic enquiry in respect of the charges framed against the disputant-workman and Shri S. K. Mukhi. Shri S. S. Hota, Manager (Personnel) was appointed as enquiry officer who conducted the enquiry by taking evidence of both the parties and giving opportunities of hearing. On the basis of enquiry report the General Manager of the 1st Party-Management dispensed with the services of the disputant-workman on 23-12-1998. After dismissal from service learned Judicial Magistrate (1st Class), Barbil pronounced the judgement on 17-7-1999 acquitting the accused, namely, the disputant-workman and Shri S.K. Mukhi. After pronouncement of judgement by the learned Judicial Magistrate (1st Class), Barbil the disputant-workman raised an industrial dispute before the conciliation officer i.e. Asst. Labour Commissioner (Central), Rourkela. The conciliation ended in failure. Hence, on the report of the Asst. Labour Commissioner (Central), Rourkela this reference was made. It has been submitted that the jeep bearing No. BEP-269 was not defective on 30-8-1998 at 10.40 P.M. The alleged defect in the clutch plate in the jeep was incorrect and baseless. The place where the jeep allegedly broke down was hardly 200 feet away from the security control room, but the disputant-workman did not inform the said fact and went to the garage of Indra Mistry which is situated near the establishment of Shri Sangram Swain @ Kalu. It is settled law that the result of the criminal case has no bearing on the domestic enquiry. More so the charges framed against the disputant-workman in both the proceedings are different and the departmental enquiry cannot be held bad in law in view of the order of the acquittal recorded by the criminal court. Hence the present case is liable to be dismissed.

5. The disputant-workman filed rejoinder to the written statement of the 1st Party-Management in which he has stated that the 1st Party-Management has suppressed the material facts only to mislead the Tribunal. The enquiry proceeding was conducted only to meet a procedural formality and to keep the Management on safe side. The enquiry proceeding was not fair and proper. None of the charges has been established in the enquiry by any material evidence. The dismissal of the disputant-workman by the 1st Party-Management is not only illegal and unjustified but also mala fide and intentional. The findings of the enquiry officer are biased and motivated and given at the instance of the Management mechanically. The disciplinary authority while imposing punishment has not examined his un-blemished past service record. Since the disputant-workman has not

been found guilty of the criminal charge, the charge of unauthorized use of company's property also fails. The findings of the enquiry officer cannot supersede the judgement or findings of the trial court on self same charges.

6. Following issues were framed on the basis of the pleadings of the parties.

ISSUES 1 :

1. Whether the demand of Shri Md. Rias Ahmad, Sr. Driver-cum-Havaldar, Joda West Mines of TISCO Ltd., for reinstatement with full back wages, in view of the order of acquittal of Hon'ble Magistrate, Keonjhar is justified?
2. To what relief the 2nd Party-workman is entitled?
3. Whether the charges in the departmental proceeding and in the criminal proceedings are same and identical basing on same sets of fact?

7. Both the parties have not led any oral evidence in the case and only relied on the documents filed by both of them.

FINDINGS :

Issue No. 3

8. Since this issue pre-requires consideration and decision before coming to the question of justification of the demand of the disputant-workman regarding reinstatement in service, this issue is taken up first. The episode revolves round the alleged fact of theft of 20 meters of copper cable worth Rs. 20,000 reported to Joda Police Station by Dy. Manager, Security Mr. Mahendra Prasad on 29-8-1998. Subsequent to the filing of the report the disputant-workman along with co-worker Shri S.K. Mukhi were arrested by the Joda Police while disposing of a part (1.57 meters) out of 20 meters of copper cable, stolen property of Ferro Alloy Plant store yard the disputant workman was tried along with Shri S.K. Mukhi for the offence of theft under Section 379/34 IPC and they are acquitted of the charge on 17-7-1999. A departmental proceeding was also taken up and in the domestic enquiry based on charges of theft, dishonesty and unauthorized use of company's property the disputant-workman and Shri S.K. Mukhi were found guilty and consequently were awarded punishment of dismissal from service.

9. The contention of the disputant-workman is that both the criminal and departmental proceedings were held on the same and identical charges constituting same set of facts. Undoubtedly both the proceedings arose out of the alleged offence, of theft. There has not been quoted any instance of misconduct of dishonesty or act like theft, or misappropriation or unauthorized use of company's property against either of the two workmen. The offence of theft always involves dishonest intention and

unauthorized use of one's property without one's consent. Hence the charges of dishonesty and unauthorized use of company's property cannot be said to be distinct and separate from the act of theft. Misconduct is widespread term and every action which is against proper and fair conduct can be called misconduct. Therefore the act of theft may also come under the circumference of the term, "misconduct". In my view the charges framed in the departmental proceeding or domestic enquiry can not be separated though they may seem like separate and distinct charges. It has to be kept in mind that the basis of charges was the alleged act of committing theft in both the proceedings namely in the criminal as well as in the departmental proceedings. The facts narrated in the charge-sheet of the domestic enquiry and the charges framed in the criminal trial and the facts giving rise to the criminal trial are one and the same. Therefore it can not be said that the departmental proceeding or domestic enquiry was held on separate and distinct charges from that of criminal trial. Both the proceedings started on the same set of facts and charges based on that set of facts, by any reason, cannot be held distinct and separate. Therefore this issue is decided in affirmative.

Issue No. 1

10. The disputant-workman has claimed his reinstatement in service with full back wages in view of the order of acquittal passed in criminal trial. It has been held in Issue No. 3, that the charges in both the criminal and departmental proceedings were the same and identical. Therefore it has to be seen as to whether the order of acquittal passed in criminal trial has to be followed and the findings of the domestic enquiry are to be set aside.

11. The contention of the disputant-workman is that the proceedings in the domestic enquiry and criminal trial were initiated on the basis of report of theft and similar and identical facts were set in both the proceedings and even the evidence led by the prosecution was the same and identical. The judgement given in the criminal trial has to be followed and the findings given in the domestic enquiry should not have been different. The Enquiry Officer purposely brushed aside and over looked the statement of Shri C. K. Jha and witnesses of the workman and relied upon the statements of Management witnesses to hold the charges against the disputant-workman. On casting a sight on the judgement of the criminal case and the findings of the enquiry officer it comes to notice that Shri Mahendra Prasad, Dy. Manager Security, Mr. Prabodh Kumar Satpathy, Divisional Manager, Ferro Alloys Plant, Joda and Babaji Debnathan were the common witnesses in both the proceedings. They all are formal witnesses and have not seen the disputant-workman and Shri S. K. Mukhi stealing the copper cable from Ferro Alloys Plant Stores yard, Joda and recovery of 1.57 meters copper cable from the disputant-workman and Shri S. K. Mukhi was

not made before them by the police. All the witnesses of seizure of the stolen property, who were produced before the learned Magistrate, had turned hostile. In the domestic enquiry it was not brought to light as to who had stolen the 20 meters copper cable from the Ferro Alloys Plant stores Joda and a part (1.57 meters) out of 20 meters of copper cable was actually recovered from the possession of the accused persons i.e. the disputant-workman and Shri S. K. Mukhi. There is also no direct evidence on record that the disputant-workman was contacting persons to sell the recovered copper cable. It cannot be easily swallowed that 20 meters of copper cable was stolen and only 1.57 meters was kept by the disputant-workman in the company's jeep which was merely worth of Rs. 1,500. It also cannot be believed that the disputant-workman rushed to the garage of Indra Mistry to sell out 1.57 meters of copper cable near about midnight when he was asked to bring Shri Tiu from his residence. According to his version he went to the garage of Indra Mistry for the repair of the clutch of the jeep. It was admitted by Shri C. K. Jha Management Witness No. 1 in his cross examination by the disputant-workman that the disputant-workman had told him about the clutch problem of the vehicle. All this is being discussed to come to a conclusion as to whether there is any iota of evidence on the probability of committing theft by the disputant-workman and Shri S. K. Mukhi and recovery of a part of the stolen copper cable from their possession on the fateful night. There was no copper cable found in the said jeep when it was started from the main gate of the company. The jeep was checked by Shri R. S. Singh at that time. It is not revealed as to how 1.57 meters of copper cable came in the meantime in the jeep when it is stated that the disputant-workman and Shri S. K. Mukhi directly went to the garage of the Indra Mistry and within a short span of time they are shown to be engaged in disposing of a part (1.57 meters) of the stolen copper cable. Sangram Swain who was examined as Prosecution witness in the criminal trial has denied that he was asked by the accused persons to keep the articles in his shop and pay for it or arrange customers for the articles. He has also denied recovery. He was not examined in the departmental proceedings. Thus the introduction of the story of Shri Sangram Swain @ Kalu is alien to the fact of theft and does not appear to have any concern with the disputant-workman on the alleged facts. All this does not bring out a case of theft and recovery of a part of stolen copper cable from the disputant-workman.

12. When the facts on which charges in the criminal trial and domestic enquiry were framed are one and the same and the witnesses produced on behalf of the Prosecution/Management adduced no direct evidence regarding the occurrence, the conclusions arrived at should not have been different and if the conclusions are different, those given in the judicial proceeding have to be

honoured, though it has been held in the case of "Southern Railway Officers Association and Another—Versus-Union of India & Others" reported in (2009) 9 Supreme Court Cases 24 that "acquittal in a criminal case is not a ground for interfering with the order of punishment imposed by disciplinary authority". In another case of Commissioner of Police, New Delhi—Versus-Narendra Singh reported in (2006) 4 Supreme Court Cases 265 the same view was adopted and it was held that if an employee has been acquitted of a criminal charge, the same by itself would not be a ground not to initiate a departmental proceeding against him or to drop the same in the event an order of acquittal is passed. In the case of Manager, Reserve Bank of India—Versus-S. Mani reported in (2005) 5 S.C.C. 100 it was held that "it is trite that a judgement of acquittal passed in favour of the employees by giving benefit of doubt per se would not be binding up on the employer".

13. On the other hand, the disputant-workman has relied upon the ruling given in the case of "G. M. Tank-Versus-State of Gujarat and another" reported in Air 2006 Supreme Court 2129. In this case the Hon'ble Supreme Court has held that where the departmental enquiry and criminal proceedings were based on identical and similar set of facts and evidence and the same witnesses were examined in criminal case and the criminal court honourably acquitted the employee, findings to contrary recorded in the departmental proceedings were unfair and oppressive and the dismissal order is liable to be set aside.

14. Here in this case three witnesses common to the departmental enquiry and criminal proceedings were examined by the prosecution side. Besides them, four witnesses were examined to prove recovery of a part of the stolen property in the criminal proceedings, whereas one extra witness was examined in the departmental enquiry leaving apart the witnesses examined by the disputant-workman in his defence. When the witnesses of recovery examined in the criminal proceedings turned hostile, the fact of recovery of a part of stolen property from the possession of the disputant-workman and Shri S. K. Mukhi cannot be held proved. The witnesses examined in the departmental enquiry by the disputant-workman were defence witnesses. As such they cannot be taken as different witnesses because they were not examined by the Management to prove the charges against the disputant-workman. It has already been said that the set of facts on which the whole episode was woven was that of committing theft and recovery of a part of stolen property viz. copper cable measuring 1.57 meters. All the charges are based on these two facts. If the charge of recovery of stolen property could not be proved against the disputant-workman and his companion, how could it be stated that they were in unauthorized use of company's property i.e. the jeep No BEP-269. There is no case of any previous misconduct or commission of any criminal act

against the disputant-workman. As such it cannot be argued that the charges in the departmental enquiry were based on different set of facts or acts of misconduct. The Management has to show that the charges levelled in the departmental enquiry were based on some distinct and different facts, when the charges of theft and recovery of stolen property do not stand proved in the criminal trial. It is beyond reason that the disputant-workman is held guilty of these charges without reliable and sufficient evidence. It is true that the judgement of acquittal in criminal proceedings does not make a ground for interference with the order of punishment imposed by the disciplinary authority, but the departmental enquiry must hold the charged employee guilty of charges with sufficient and un-inflinching evidence. The evidence led by the Management in the departmental enquiry, in my view, is not sufficient and if taken on face does not hold the disputant-workman and Shri S. K. Mukhi guilty of charges levelled against them. Therefore the findings of the domestic enquiry are perverse, unjustified and unfair and that cannot be sustained. In these circumstances the judgement of acquittal passed by the Judicial Magistrate (1st Class), Keonjhar comes to the help and rescue of the disputant-workman. The Hon'ble Karnataka High Court in the case of "M. Ravindran-Versus-The Management of Bharat Electronics Ltd." reported in 2002 LAB I.C. 1011 has held that acquittal of employee in criminal case on the same set of facts helps in seeking reinstatement. Therefore, the principle of law, justice and equity demands that the disputant-workman's dismissal from service must be set aside. As such the demand of the disputant-workman Shri Md. Rias Ahmed, Senior Driver-cum-Havildar, Joda West Mines of TISCO Ltd. for reinstatement is justified more-so, in view of the order of acquittal of the Judicial Magistrate (1st Class), Keonjhar. So far as the demand for full back wages is concerned it has not been brought on record that the disputant-workman has not taken any employment or resorted to any occupation, business or any work of remuneration through-out the period of his disengagement, it will be just and proper that a lump-sum amount is awarded to him in lieu of back wages. I therefore award a sum of Rs. 5.0 lacs (Rupees Five Lacs) to be paid by the 1st Party-Management to the disputant-workman. He shall be reinstated in his post from which he was dismissed within three months with all service benefits. This issue is decided in a favour of the 2nd Party-workman.

Issue No. 2

15. As per above discussion and conclusions arrived at, the 2nd Party-workman is entitled to the relief claimed. He shall be reinstated in service on the same post from which he was dismissed within three months of publication of award with a sum of Rs. 5.0 lacs (Rupees five lacs) to be given by the 1st Party-Management to him in lieu of or as back wages.

16. Award is passed accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2010

का.आ. 3098.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्लान्ट हेड ए सी सी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 29/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-11-2010 को प्राप्त हुआ था।

[सं. एल-29012/8/2009-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th November, 2010

S. O. 3098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2009) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Plant Head ACC Ltd. and their workman, which was received by the Central Government on 25-11-2010.

[No. L-29012/8/2009-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/29/2009

Date: 25-10-2010

Petitioner/ : Shri Ramu Budhaji Katre,
Party No. 1 Ward No. 4, Near Gajanan Mandir,
Ghugus, Chandrapur (M. S.)

Versus

Respondent/ : 1. The Plant Head,
Party No. 2 ACC Ltd., Post: Cement Nagar,
Chandrapur (M. S.), and
2. M/s. S.D. Thakre,
Contractor, ACC Ltd.,
Post: Cement Nagar, Chandrapur.

AWARD

(Dated : 25th October, 2010)

This is a reference made by the Central Government in exercise of the power conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for adjudication of the Industrial dispute between the employer, the Plant

Head, ACC Ltd., Chandrapur and its employee, Shri Ramu Budhaji Katre vide order No. L-29012/8/2009-IR (M) dated 28-08-2009 with the following schedule :

"Whether the action of the management of M/s ACC Cement Ltd., in terminating the services of Shri Ramu Katara, Mazdoor orally through the Contractor (M/s S. D. Thakre) is legal and justified? What relief the workman is entitled to?"

2. On receipt of the reference, notices were sent to the workman, Shri Ramu Katara, the Plant Head, ACC Ltd., Cement Nagar, Chandrapur and M/s S. D. Thakre, ACC Contractor. The workman was directed in the notice to file the statement of claim. However, the workman did not appear before the Tribunal and did not file any statement of claim. The respondents (management of ACC and the contractor) filed the xerox copies of the application filed by the workman for settlement of the dispute, the copies of the memorandum of settlement arrived at, by the workman and the contractor, and the application to dispose of the dispute accordingly. As the parties did not appear before the Tribunal, the case was closed and kept reserve for Award.

3. In view of the documents filed by the management of ACC Ltd. and the contractor, it is held that the action of the management of M/s ACC Ltd. in terminating the services of Shri Ramu Katara, Mazdoor orally through the contractor (M/s S. D. Thakre) is legal and justified. However, the workman is entitled to get a lump sum amount of Rs. 12,000 towards full and final settlement and the other benefits as mentioned in the copy of the memorandum of settlement. The copy of the memorandum of settlement, copy of the application of the workman and the copy of the money receipt granted by the workman, in regard to receipt of cash of Rs. 12,000 be made part of the award.

J. P. CHAND, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2010

का. आ. 3099.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जितेन्द्र कुमार पुत्र श्री रघुवंश सिंह के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोटा के पंचाट (संदर्भ संख्या 13/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-11-2010 को प्राप्त हुआ था।

[सं. एल 29012/55/2004-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th November, 2010

S. O. 3099.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2004)

of the Central Government Industrial Tribunal/Labour Court, Kota now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jitinder Kumar S/o Shri Raghuvans Singh and their workman, which was received by the Central Government on 25-11-2010

[No. L-29012/55/2004-IR(M)]

JOHAN TOPNO, Under Secy.

अनुबन्ध

न्यायाधीश औद्योगिक न्यायाधिकरण, कोटा/केन्द्रीय/कोटा/राज.

पीठासीन अधिकारी--अनुराधा शर्मा, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक : औ. न्या./केन्द्रीय/-13/04

दिनांक स्थापित: 6-12-04

प्रसंग : भारत सरकार, श्रम मंत्रालय नई दिल्ली के आदेश संख्या [एल-29012/55/2004 (आईआर)] (एम) दि. 8-11-04

मध्य

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

जितेन्द्र कुमार पुत्र श्री रघुवंश सिंह

द्वारा जनरल सैक्रेटरी, एच.एम.एस., बंगाली कालोनी,
छावनी, कोटा

—प्रार्थी श्रमिक

एवं

प्रबन्धक, मै. एसोसियेटेड स्टोन इण्डस्ट्रीज (कोटा) रामगंज मण्डी,
जिला कोटा

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री एन.के. तिवारी

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री आर.एस. शर्मा
सहा. महाप्रबन्धक
(कार्मिक)

अधिनियम दिनांक : 13-10-2010

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपनी उक्त प्रासांगिक आदेश/अधिसूचना दिनांकित 8/11/04 के जरिये निम्न निर्देश/विवाद, औद्योगिक विवाद अधिनियम, 1947 की धारा 10 (1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है।

“Whether the action of the management of M/s Associated Stone Industries Ltd., Ramaganj Mandi Distt. Kota (Raj.) in terminating the services of the workman Sh. Jitendra Kumar S/o Sh. Raghuvansh

Singh w.e.f. 01/03/2004 is legal & justified? If not, to what relief the workman is entitled to and from which date?

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने उपरान्त पक्षकारों को सूचना विधिवत् रूप में जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उपस्थिति दी गयी। पत्रावली में प्रार्थी श्रमिक की ओर से अपना क्लेम स्टेटमेंट प्रस्तुत किया गया।

3. पत्रावली वास्ते पेस होने जवाब अप्रार्थी दि. 3-2-2011 को नियत थी, किन्तु आज स्वयं प्रार्थी श्रमिक मय अधिकृत प्रतिनिधि ने उपस्थित होकर एक प्रार्थना-पत्र के साथ राजीनामा प्रस्तुत कर निवेदन किया कि पक्षकारों के मध्य लोक न्यायालय की भावना से प्रेरित होकर लंबित प्रकरण के सम्बन्ध में आपसी राजीनामा हो गया है जिसके तहत प्रार्थी को अप्रार्थी द्वारा फुल एण्ड फाईनल सैटलमेन्ट बतौर कुल 35,000 रु. का भुगतान जब चैक कर दिया है जो उसने प्राप्त कर लिया है, इस कारण वो अब आगे कोई कार्यवाही नहीं चाहता है, अतः पत्रावली आज ही तलब कर राजनामे के आधार पर प्रकरण का अन्तिम रूप से निस्तारण कर दिया जावे।

प्रार्थना-पत्र प्रार्थी स्वीकार कर पत्रावली तलब कर आज पेशी में ली गयी। चूँकि पक्षकारों के मध्य लोक न्यायालय की भावना से प्रेरित होकर लंबित प्रकरण में आपसी राजीनामा सम्पन्न हो गया है और अब पक्षकारान आगे कोई कार्यवाही नहीं चाहते हैं। अतः प्रस्तुतसुदा राजनामे के आधार पर सम्प्रेषित निर्देश/विवाद को अधिनिर्णीत कर इसी प्रकार उत्तरित दिया जाता है।

अधिनिर्णय आज दिनांक 13-10-10 को खुले न्यायाधिकरण में सुनाया गया जिसे नियमानुसार समुचित सरकारी प्रकाशनार्थ भिजवाया जावे।

अनुराधा शर्मा, न्यायाधीश

नई दिल्ली, 25 नवम्बर, 2010

का. आ. 3100.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स राज महल क्वार्टर्स सांड एण्ड केवलिन क. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनवाद के पंचाट (संदर्भ संख्या 180/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-11-2010 को प्राप्त हुआ था।

[सं. एल 29011/12/2000-आई आर (एम)]

जोहन तोपनो, अवसर सचिव

New Delhi, the 25th November, 2010

S. O. 3100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 180/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Rajmahal Quartz Sand & Kaolin Co. and their workman, which was received by the Central Government on 25-11-2010

[No. L-29011/12/2000-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

PRESENT Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

Reference No. 180 of 2000

Parties : Employers in relation to the management of Rajmahal Quartz Sand & Kaolin Co. and their workman.

APPEARANCES :

On behalf of the workmen : None

On behalf of the employers : Mr. B. B. Pandey,
Advocate

State : Jharkhand Industry : Quartz and Sand.

Dated, Dhanbad, the 2-9-10

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/12/2000/IR (M), dated the 31st May, 2000.

SCHEDULE

"Whether the action of the management of M/s. Rajmahal Quartz Sand and Kaolin Co. in declaring lock-out w.e.f. 6-7-99 resulting in non-employment of 175 workers is justified? If not, to what relief the workmen are entitled?"

2. In this case neither the concerned workmen appeared nor filed their Written Statement in spite of the issuance of Registered Notice to them. Management, however, made appearances through their authorised representative. This reference is of the year 2000. Since the concerned workmen neither appeared nor filed the W. S. in spite of the issuance of notice, a 'No dispute' Award is passed in this case presuming non-existence of any industrial dispute between the parties.

H. M. SINGH, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2010

का. आ. 3101.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल वेयर हाउसिंग कारपोरेशन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निम्नित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, न्यायालय, धनवाद के पंचाट (संदर्भ संख्या 143/99) को प्रस्तुत करती है जो केन्द्रीय सरकार को 16-11-2010 को प्राप्त हुआ था।

[सं. एल-42012/1/99-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 26th November, 2010

S. O. 3101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 143/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 16-11-2010

[No. L-42012/1/99-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I. D. Act

Reference No. 143 of 1999

Parties : Employers in relation to the management of Central Warehousing Corporation.

AND

Their Workmen

Present : Shri H. M. Prasad, Presiding Officer

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate

For the Workmen : None

For the Contractors : None

State : Bihar. Industry : Warehousing.

Dated 8-6-2010.

AWARD

By order No. L-42012/1/99/IR (M) Dated 8-6-1999 the Central Government in the Ministry of Labour has referred in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-sec. (2A) of Section 10 of the

Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether Shri Parmanand Roy & 64 others (List enclosed) can claim themselves as workmen of Central Warehousing Corporation, Patna. If yes, whether the action of the management of C. W. C. Patna in not engaging them from 16-6-1995 is justified? If not, to what relief the workmen are entitled to?”

On 15-4-2010 was fixed for adducing evidence by the management and the witness was present but none was present on behalf of the workmen and contractor. In spite of giving several dates none was present on behalf of the workmen. Registered notice was also sent but without any effect. This is of the year 1999.

In such circumstance, it seems that neither the workmen nor the contractor is interested to contest the case.

Accordingly, a ‘No Dispute’ Award is made in this case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 30 नवम्बर, 2010

का. आ. 3102.—मैसर्स बिहार स्पंज आयरन लिमिटेड [उप क्षेत्रीय कार्यालय, जमशेदपुर क्षेत्र में कोड संख्या जेएच/12,557 के अंतर्गत] (इसमें इसके उपरांत स्थापना के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसमें इसके उपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. केन्द्रीय सरकार के मत में, अंशदान की दरों के संबंध में उपर्युक्त स्थापना के भविष्य निधि-नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में, कर्मचारियों के लिए कम उपयुक्त नहीं है और कर्मचारी, उक्त अधिनियम, अथवा कर्मचारी भविष्य निधि योजना, 1952 (इसमें इसके उपरांत योजना के रूप में संदर्भित) के अंतर्गत सदृश स्वरूप की किसी अन्य स्थापना में कर्मचारियों के संबंध में दिए जाने वाली अन्य भविष्य निधि-प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः, अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा शक्तियों का प्रयोग करते हुए और इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अधीन, केन्द्रीय सरकार अगली अधिसूचना तक 01-05-1992 से उपर्युक्त स्थापना को उक्त योजना के उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/15/2010-एसएस-II]

एस.डी. जेवियर, अवर सचिव

New Delhi, the 30th November, 2010

S. O. 3102.—Whereas M/s Bihar Sponge Iron Limited [under Code No. JH/12557 in SRO, Jamshedpur

Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-05-1992 until further notification.

[No. S-35015/15-2010-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 6 दिसम्बर, 2010

का.आ. 3103.—राष्ट्रपति, श्री डी श्रीवल्लाभन को 29-11-2010 (F/N) से केन्द्रीय सरकार औद्योगिक न्यायाधीकरण-सह-श्रम न्यायालय, अरनाकुलम, के पीठासीन अधिकारी के रूप में 65 वर्ष की आयु पूरी होने अर्थात् 24-05-2015 तक अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[संख्या ए-11016/8/2009-सीएलएस-II]

पी.के. ताम्रकार, अवर सचिव

New Delhi, the 6th December, 2010

S. O. 3103.—The President is pleased to appoint Shri D. Sreevallabhan as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Emakulam w.e.f. 29-11-2010 (F/N) for a period upto 24-05-2015 i.e. till attaining the age of 65 years or until further orders, whichever is earlier.

[No. A-11016/08/2009-CLS-II]

P. K. TAMRAKAR, Under Secy.

नई दिल्ली, 6 दिसम्बर, 2010

का.आ. 3104.—मैसर्स माथर एंड प्लैट (इंडिया) लिमिटेड, पुणे (पुणे क्षेत्र में कोड संख्या एमएच/5285 के अंतर्गत) (इसमें

इसके उपरांत स्थापना के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसमें इसके उपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट को रद्द करने के लिए आवेदन किया था।

2. उपर्युक्त स्थापना को दिनांक 12-07-1971 की अधिसूचना सं. 11 (1)/70/पीएफ. II द्वारा उक्त अधिनियम की धारा 17 (1) (क) के अंतर्गत 12-07-1971 से छूट प्रदान करते हुए भारत के राजपत्र में अधिसूचना प्रकाशित की गई थी।

3. अब भारत सरकार के ध्यान में ये बात आई है कि उक्त स्थापना ने 01-08-2005 से अपनी छूट अभ्यर्पित कर दी है तथा यह आगे कोई कार्यकलाप नहीं कर रही है।

4. अतः अब उक्त अधिनियम की धारा 17 की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उपर्युक्त स्थापना को प्रदान की गई छूट को 01-08-2010 से रद्द करती है।

[सं. एस.-35017/05/2010-एसएस-II]

एस. के. वर्मा, निदेशक

New Delhi, the 6th December, 2010

S. O. 3104.—Whereas M/s Mather & Platt (India) Limited, Pune [under Code No. MH/5285 Pune Region] (hereinafter referred to as the establishment) has applied for cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (19 of 1952) (hereinafter referred to as the Act);

2. Whereas a notification No. 11 (1)/70/PF-II dated 12-07-1971 granting exemption w.e.f. 12-07-1971 under section 17 (1)(a) of the said Act to the said establishment was published in the Gazette of India;

3. And whereas the establishment has now surrendered its exemption with effect from 01-08-2005 and it is no longer carrying on any activity;

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of section 17 of the said Act the Central Government hereby cancels the exemption granted to the said establishment with effect from the 01-08-2010.

[No. S-35017/05/2010-SS-II]

S. K. VERMA, Director

नई दिल्ली, 6 दिसम्बर, 2010

का.आ. 3105.—मैसर्स एल एंड टी छियोदा (गुजरात क्षेत्र में कोड संख्या जीजे/बीडी/21007 के अंतर्गत) (इसमें इसके उपरांत

स्थापना के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसमें इसके उपरांत अधिनियम के रूप में संदर्भित) की धारा 17 की उप धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया था।

2. केन्द्रीय सरकार के मत में, अंशदान की दरों के संबंध में उपर्युक्त स्थापना के भविष्य निधि-नियम उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कर्मचारियों के लिए कम उपयुक्त नहीं हैं और कर्मचारी उक्त अधिनियम अथवा कर्मचारी भविष्य निधि योजना, 1952 (इसमें इसके उपरांत योजना के रूप में संदर्भित) के अंतर्गत सद्गुण स्वरूप की किसी अन्य स्थापना में कर्मचारियों के संबंध में दी जाने वाली अन्य भविष्य निधि प्रसुविधाओं का भी लाभ उठा रहे हैं।

3. अतः अब उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों के अधीन, केन्द्रीय सरकार उपर्युक्त स्थापना को अगली अधिसूचना तक 01-04-1996 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस.-35015/42/2009-एसएस-II]

एस. के. वर्मा, निदेशक

New Delhi, the 6th December, 2010

S. O. 3105.—Whereas M/s L & T Chiyoda [under Code No. GJ/BD/21007 in Gujarat Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (19 of 1952) (hereinafter referred to as the Act);

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the Scheme with effect from 01-04-1996 until further notification.

[No. S-35015/42/2009-SS-II]

S. K. VERMA, Director